

**CITY OF UKIAH
CITY COUNCIL AGENDA
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
June 21, 2017
6:00 p.m.**

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

- a. Oath of Office Ceremony and Introduction of New Police Officer, Maxwell Oswald.
- b. Oath of Office Ceremony and Introduction of New Firefighter, Rickey Dean.
- c. Presentation of the PFM Group on an Update to the City Council on the City's Investment Portfolio.
- d. Status Report, Discussion and Possible Action Regarding the Ukiah Valley Sanitation District's Litigation Against the City of Ukiah Related to the Operation of the Sanitary Sewer System.

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

- a. Minutes of June 7, 2017, a Special Meeting.
- b. Minutes of June 7, 2017, a Regular Meeting.
- c. Minutes of June 12, 2017, a Special Meeting.

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. Report of Disbursements for the Month of May 2017.
- b. Notification of Publishing Services by *Ukiah Daily Journal* for Fiscal Year 2017/2018, in the Amount of \$6.25 per Column Inch for the First Insertion and \$4.26 Per Column Inch for Each Subsequent Insertion of the Same Advertisement.

- c. Adopt Ordinance Amending the Airport Industrial Business Park Planned Development Zoning Designation from Industrial/Automotive Commercial and Light Manufacturing/Mixed Use to Retail Commercial.
- d. Authorize City Manager to Negotiate and Execute Five-Year Lease Agreement with Ag Unlimited for a Storage Yard Previously Leased by Mendocino County Farm Supply.
- e. Authorize the City Manager to Negotiate and Execute a 48-Month Lease and Maintenance Agreement with Xerox for the Replacement of an Existing Copy Machine.
- f. Authorize the City Manager to Negotiate and Execute an Updated Lease Agreement with Ukiah Unified School District for the Use of Observatory Park House.
- g. Notification of Purchase of an Air Compressor Unit for the Water Treatment Plant in the Amount of \$24,558.75 from Ingersoll Rand Industrial Technologies and Approval of Corresponding Budget Amendment.

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)

- a. Public Hearing to Review, Consider, and Possibly Adopt a Resolution Adjusting the Fire Prevention Fee Schedule.
- b. Adoption of a Resolution Approving the City of Ukiah CDBG Microenterprise Technical Assistance Services Program Guidelines and Adoption of a Resolution Approving the City of Ukiah CDBG Business Assistance Loan Program Guidelines.

12. UNFINISHED BUSINESS

- a. Award of Contract to Fort Bragg Electric, Inc. in the Amount of \$122,088 for the Installation of the Barscreen at the Wastewater Treatment Plant, Specification No. 17-06, and Approval of Corresponding Budget Amendment in the Same Amount.
- b. Approval of Amendment #3 to the Contract with Carollo Engineers for Design of the Chlorine Contact Basin Expansion, Engineering Services During Construction, Construction Management Services, and for the Construction of the Recycled Water System, Authorize the City Manager to Execute Amendment #3 in the Amount of \$2,284,246 and Authorize the City Manager to Execute a 10% Contingency if Needed.
- c. Discussion and Action Regarding the Formation of a Force Accounting Ad Hoc to Review and Improve the Procedures for Complying with the Cost Accounting Policies and Procedures Manual Commonly Known as Force Account Procedures.

- d. Adoption of Resolution Approving of Fiscal Year 2017-2018 City Budget and Adoption of Corresponding Gann Limit Resolution.

13. NEW BUSINESS

- a. Receive Presentation and Provide Direction Regarding the City of Ukiah's Sewer Lateral Policy.
- b. Purchase of Five Dell Servers, Dell Compellent Storage, Two Dell Network Switches and New Backup Software.

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 (Palace Hotel)
- b. **Conference with Legal Counsel – Existing Litigation**
(Government Code Section 54956.9(d)(1))
Name of case: *Ukiah Valley Sanitation District v. City of Ukiah*, Sonoma County Superior Court,
Case No. SCV 256737 (UVSD)
- c. **Conference with Real Property Negotiators**
(Cal. Gov't Code Section 54956.8)
Property: 429 South Dora St. Ukiah, CA 95482
Negotiator: Sage Sangiacomo, City Manager;
Negotiating Parties: City of Ukiah and Ukiah Unified School District;
Under Negotiation: Price & Terms of Payment

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 16th day of June, 2017.
Kristine Lawler, City Clerk



ITEM NO.: 3a

MEETING DATE: June 21, 2017

AGENDA SUMMARY REPORT

SUBJECT: OATH OF OFFICE CEREMONY AND INTRODUCTION OF NEW POLICE OFFICER, MAXWELL OSWALD

Summary: The Ukiah Police Department will be conducting an oath of office ceremony and introducing new police officer, Maxwell "Max" Oswald to the Ukiah City Council and Ukiah community.

Background: Finding and hiring new officers for the Ukiah Police Department remains challenging, and the application, hiring and training process can take almost a full year to complete. It is with these challenges in mind that the Ukiah Police Department and City of Ukiah is extremely fortunate to welcome new officer Max Oswald to the department, the City of Ukiah Team, and the Ukiah community.

Discussion: Max Oswald grew up in the Ukiah area, with his parents and four brothers. After graduating from Ukiah High School, Max attended Humboldt State University, where he obtained a Bachelor of Arts degree in Criminology and Justice Studies with a 3.18 GPA, in December of 2016. After college, Max enrolled and has completed the College of the Redwoods Police Academy, graduating on June 15, 2017. Max Oswald has chosen to work and live in the Ukiah area, and serve as an Ukiah Police Officer.

FISCAL IMPACT:					
Budgeted Amount in 16-17 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required		Previous Contract or Purchase Order No.
\$0	N/A	N/A	Yes ☐	No ☒	N/A

RECOMMENDED ACTION(S): Receive oath of office, and introduction presentation of Officer Oswald.

ALTERNATIVES: N/A

Citizens advised: N/A
Requested by: Chris Dewey, Police Chief
Prepared by: Chris Dewey, Police Chief
Coordinated with: Sage Sangiacomo, City Manager
Presenter: Chris Dewey, Police Chief
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.: 3b

MEETING DATE: June 21, 2017

AGENDA SUMMARY REPORT**SUBJECT: OATH OF OFFICE CEREMONY AND INTRODUCTION OF NEW FIREFIGHTER, RICKEY DEAN**

Summary: After a rigorous testing process we are pleased to announce that Rickey Dean has been hired on as a Firefighter Paramedic. Gina, his wife to be, will pin his badge for him at the Regular Meeting of June 21, 2017.

Background: This winter the Fire Department went through a rigorous testing process. Applicants were given a written test as well as an oral board evaluation. Rickey Dean successfully passed both, standing out amongst the top few.

Discussion: Rickey Dean started as a City of Ukiah Volunteer in May of 2012. He then was appointed a Temporary Firefighter with the Ukiah Valley Fire District. After successfully and patiently passing his background, Rickey was hired May 7th. Rickey has been, and will continue to be, a valuable asset to the Ukiah Valley Fire Authority and the City of Ukiah.

FISCAL IMPACT:				
Budgeted Amount in 16-17 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 oath of office, and introduction presentation of Rickey Dean, Firefighter Paramedic.

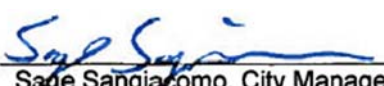
ALTERNATIVES: N/A

Citizens advised: None
Requested by: Kirk Thomsen, Fire Chief
Prepared by: Kirk Thomsen, Fire Chief
Coordinated with: Sage Sangiacomo, City Manager and Sheri Mannion, Human Resources Director.
Presenters: Kirk Thomsen, Fire Chief
Attachments: None

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: June 21, 2017

AGENDA SUMMARY REPORT

SUBJECT: PRESENTATION OF THE PFM GROUP ON AN UPDATE TO THE CITY COUNCIL ON THE CITY'S INVESTMENT PORTFOLIO

Summary: Council will receive a presentation from PFM Asset Management LLC (PFM) on the City's investment portfolio.

Background and Discussion: The City of Ukiah contracts with PFM Asset Management LLC (PFM), an independent investment advisor, to manage the investment of the City's funds. PFM completes an annual review of the City's Statement of Investment Policy to ensure the Policy is in compliance with the sections of the California Government Code ("Code") that govern the investment of public funds.

Each year, PFM meets with the Investment Oversight Committee - which includes the City Manager, Director of Finance, a City Councilmember, a public member, and the City Treasurer – to review and discuss the City's portfolio.

Council will receive a presentation from PFM on the City's investments.

FISCAL IMPACT:				
Budgeted Amount in 16-17 FY	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 Presentation.

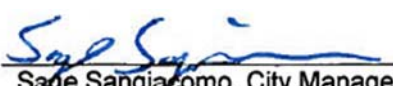
ALTERNATIVES: N/A

Citizens advised: N/A
Requested by: PFM Asset Management LLC, the City's investment advisor.
Prepared by/Contact: Kristine Lawler, City Clerk
Coordinated with: Sage Sangiacomo, City Manager.
Presenters: Dan Buffalo, Finance Director and Allison Kaune, PFM Asset Management LLC.
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



City of Ukiah

Review of PFM-Managed Investment Portfolio

June 21, 2017

Allison Kaune, Senior Managing Consultant

PFM Asset
Management LLC

50 California Street
Suite 2300
San Francisco, CA 94111

(415) 982- 5544
pfm.com



City of Ukiah's Investment Objectives

- The City's principal investment objectives are:
 1. **Safety:** Preservation of capital and protection of investment principal.
 2. **Liquidity:** Maintenance of sufficient liquidity to meet cash flow requirements.
 3. **Yield:** Attainment of a market value rate of return within the parameters set forth by priorities (1) and (2) above.



Portfolio Composition

- The City's portfolio is in compliance with California Government Code and the City's Investment Policy.

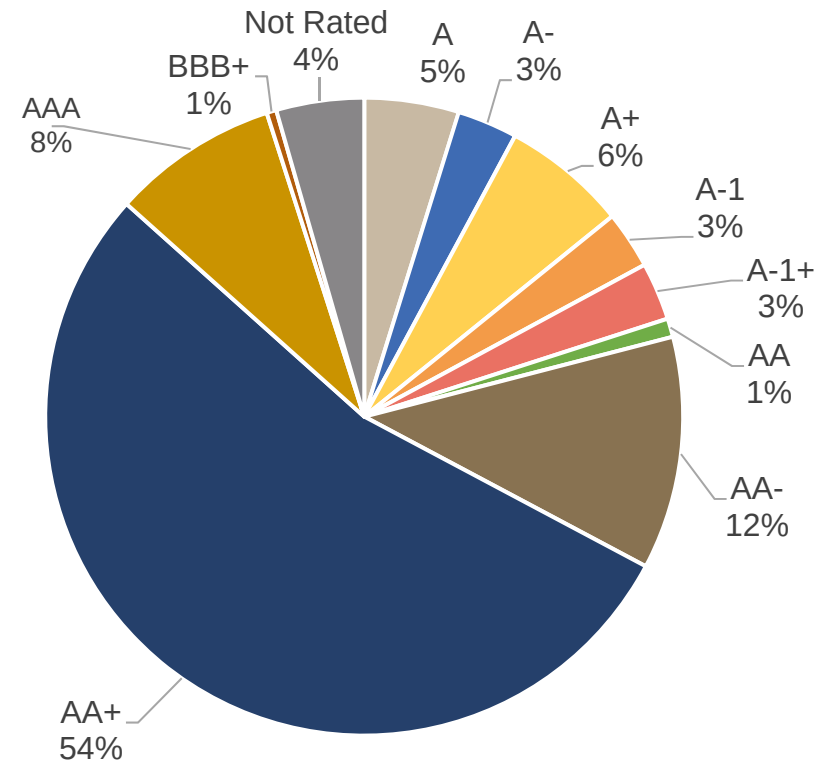
Security Type	Market Value as of March 31, 2017	% of Portfolio	Permitted by Policy	In Compliance
U.S. Treasuries	\$3,201,821	6%	100%	✓
Federal Agencies	\$20,630,388	40%	100%	✓
Agency Mortgage-Backed Securities	\$2,076,038	4%	100%	✓
Supranational Agency	\$788,238	2%	30%	✓
Negotiable Certificates of Deposit	\$9,947,738	20%	30%	✓
Medium-Term Corporate Notes	\$6,882,164	13%	30%	✓
Asset Backed Securities	\$5,250,520	10%	20%	✓
Money Market Fund	\$23,721	<1%	20%	✓
LAIF	\$2,573,844	5%	\$65 Million	✓
Totals	\$51,374,472	100%		

End of quarter trade-date market values of portfolio holdings, including accrued interest.



Portfolio Credit Quality

S&P Rating	Market Value	% of Portfolio
AA+	\$26,194,003	53.8%
AA-	\$5,744,099	11.8%
AAA	\$4,106,378	8.4%
A+	\$3,080,999	6.3%
A	\$2,332,469	4.8%
Not Rated	\$2,163,526	4.5%
A-	\$1,488,346	3.1%
A-1+	\$1,423,089	2.9%
A-1	\$1,418,985	2.9%
AA	\$458,027	0.9%
BBB+	\$241,026	0.5%
	\$48,650,947	100%



Source: Standard & Poor's.

The "Not Rated" category is composed of asset-backed securities, which are not rated by S&P but are rated Aaa/AAA by Moody's and/or Fitch.

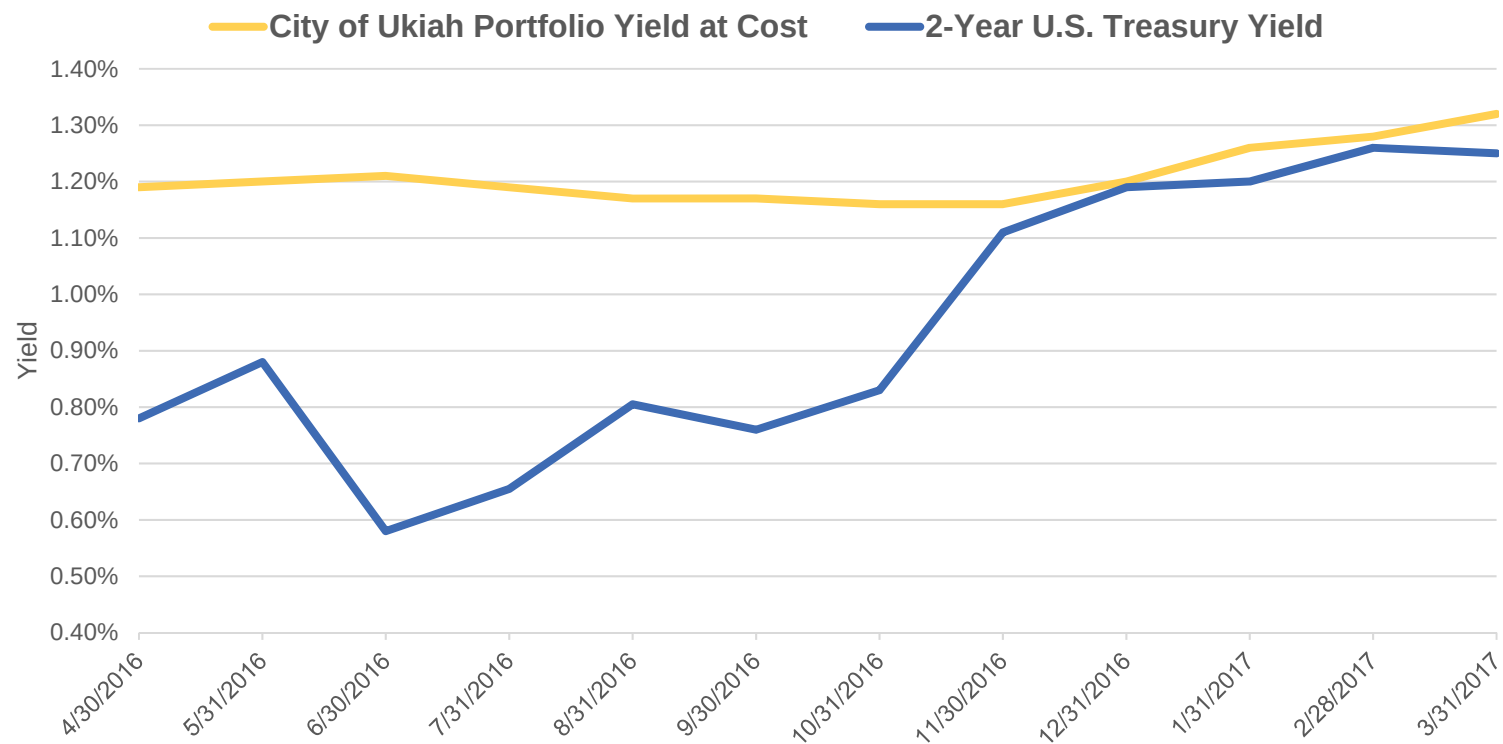
The BBB+ category includes securities rated in the category of A by Moody's and/or Fitch.

Excludes funds invested in LAIF.



Portfolio Yield and Earnings

- Total accrual basis earnings for the year ended March 31, 2017, net of PFM fees, were \$640,366.



- Portfolio yield and earnings calculations exclude funds invested in LAIF.



Portfolio Total Return Performance

Total Return
For Period Ending March 31, 2017

	Duration	Yield to Maturity	Total Return		
			Past Quarter	Past Year	Since Inception
City of Ukiah	1.75	1.32%	0.36%	0.66%	3.58%
Bank of America Merrill Lynch 1-3 Year U.S. Treasury Index	1.82	1.27%	0.26%	0.25%	3.19%
Difference	-	0.19%	0.10%	0.41%	0.39%

- Performance on trade-date basis, gross (i.e., before fees), in accordance with the CFA Institute's Global Investment Performance Standards (GIPS).
- Yield to Maturity (YTM) is YTM at Cost.
- Bank of America Merrill Lynch (BAML) Indices provided by Bloomberg Financial Markets.
- Total returns for periods less than one year are shown on a periodic (unannualized) basis.
- Inception date is December 31, 1997.
- Excludes funds invested in LAIF.

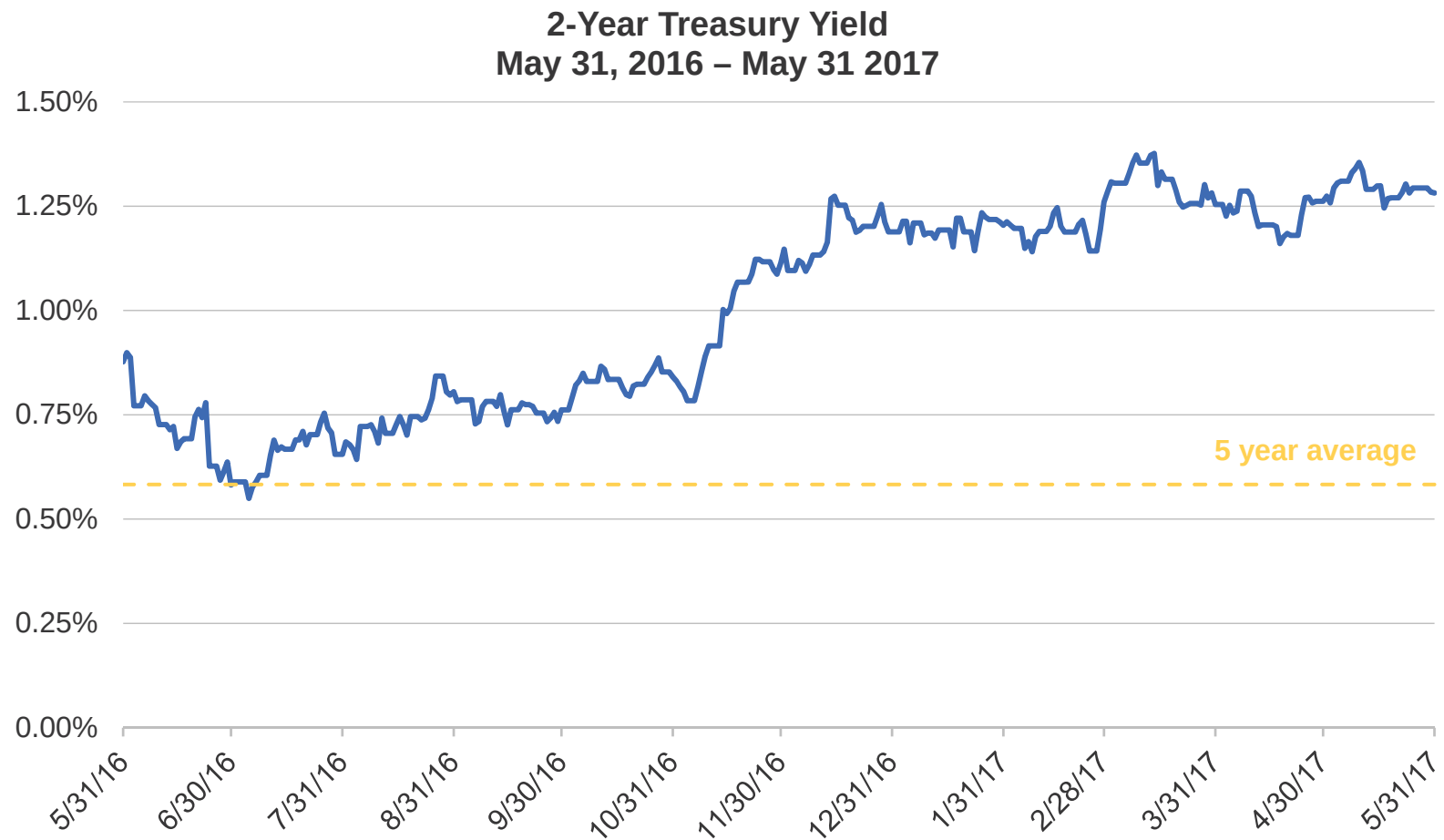


Current Market Themes

- Short U.S. Treasury yields moved higher following the Federal Reserve's decision to hike rates in March, but longer yields fell somewhat due to moderating inflation expectations.
- U.S. economic conditions are characterized by:
 - Strong "soft data" on consumer & business optimism
 - Weak Q1 GDP growth, but expected to pick up moderately for rest of 2017
 - Labor market continuing to strengthen, but some slack remains
 - Muted inflation pressures
- Federal Reserve officials forecast a chance of three rate hikes in 2017 according to the March "dot plot."
- President Trump's economic policies are considered pro-business and inflationary, but setbacks to their rollouts have softened inflation expectations.
- Global geopolitical risks loom amid Middle East conflicts and North Korea provocations.



Interest Rate Update



Source: Bloomberg, as of 5/31/17.



Portfolio Strategy and Outlook

- Since yields are currently stable, we are managing the portfolio's duration to closely match that of the benchmark.
- Agency yield spreads over Treasuries continue to remain historically narrow. As a result, our strategy will generally favor U.S. Treasuries over agencies unless specific issues offer identifiable value. Supranational issues may also offer opportunities.
- Corporate allocations continue to provide incremental income and benefit from roll-down. We remain positive on the sector but, due to narrowing spread levels, approach the sector with more caution and selectivity. The corporate sector has outperformed comparable-maturity Treasuries for the six straight quarters.
- We will continue to monitor incoming economic data, Fed policy, and sector relationships to identify market opportunities.



Disclaimer

This material is based on information obtained from sources generally believed to be reliable and available to the public, however PFM Asset Management LLC cannot guarantee its accuracy, completeness or suitability. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation. All statements as to what will or may happen under certain circumstances are based on assumptions, some but not all of which are noted in the presentation. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Past performance does not necessarily reflect and is not a guaranty of future results. The information contained in this presentation is not an offer to purchase or sell any securities.



ITEM NO.: 3d

MEETING DATE: June 21, 2017

AGENDA SUMMARY REPORT

SUBJECT: STATUS REPORT, DISCUSSION AND POSSIBLE ACTION REGARDING THE UKIAH VALLEY SANITATION DISTRICT'S LITIGATION AGAINST THE CITY OF UKIAH RELATED TO THE OPERATION OF THE SANITARY SEWER SYSTEM

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

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

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

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

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

Continued on Page 2

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

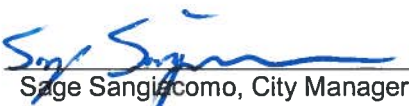
ALTERNATIVES: N/A

Citizens advised: N/A
Requested by: City Council (Councilmembers Crane and Doble)
Prepared by: Sage Sangiacomo, City Manager and Sean White, Director of Water and Sewer.
Coordinated with: David Rapport, City Attorney and Tim Eriksen, Director of Public Works.
Presenter: Sage Sangiacomo, City Manager
Attachments: UVSD Litigation Update Box Files located at:
<https://cityofukiah.box.com/v/UVSDlitigationUpdates>

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

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

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

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

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

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

On November 2nd and 4th, the City Council considered the District's confidentiality condition on the ad hoc discussions and approved a letter (*UVSD Litigation Update Box File #11*) that confirmed agreement to the

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

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

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

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

Additional correspondence between the City and District had also been exchanged related to the recycled water project (*UVSD Litigation Update Box File #16 & #17*). Despite continued attempts to engage and provide the District with information, the District had yet to conclude that the recycled water project is the superior alternative of disposing treated wastewater. In an effort to bring this item to a conclusion, the City Manager proposed in a December 1st correspondence to the District Manager a joint meeting between the City Council and the District Board to discuss and resolve any remaining questions/issues related to the project. As of the publication of the report for the December 7th City Council meeting, the District had not responded.

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

review and/or indicated readiness for a joint budget meeting. As of the publication of the report for the December 7th City Council meeting, the District had not responded.

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

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

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

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

Development of the City's wastewater operating budget is a joint process between the City and the Ukiah Valley Sanitation District (UVSD). The process had been delayed significantly despite efforts by the City to move it forward expeditiously. In the interim, the City had been operating its wastewater enterprise on a continuing resolution, carrying forward the adopted appropriations from Fiscal Year 2015-16. At its meeting of December 7, 2016, the City Council determined that continuing to do so impeded its ability to effectively, efficiently, and responsibly provide wastewater services to the citizens of Ukiah and the UVSD and voted to move the budget process forward with its consideration and potential adoption at its regularly scheduled meeting on January 18, 2017. The City notified UVSD of its intentions and again called on it to schedule a meeting with the City Council to complete the budget review process. As of the January 18th City Council meeting, the UVSD continued to be unresponsive to the requests to meet. As such, the City Council unilaterally considered and approved the FY 16-17 Wastewater Budget (*UVSD Litigation Update Box File #20*).

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

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

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

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

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

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

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

At the May 17, 2017, City Council Meeting, the City Manager reported that mediation regarding the litigation resumed on May 11, 2017, and continues with the efforts remaining confidential due to the rules established for the meetings. In addition, the District remains nonresponsive to the City's ongoing request for a joint meeting on the FY 16-17 budget and recycled water project. The District also continues to be nonresponsive to the City's numerous requests for engagement in the development and joint review of the FY 17-18 wastewater budget. Correspondence has been sent to the District detailing the budget development schedule and budget related items on the City Council's agenda, inclusive of the following dates:

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

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

Discussion: At the June 21st City Council meeting, Staff will provide the latest status report on issues related to the operation of the sanitary sewer system.

Mediation: Representatives of the City of Ukiah and the Ukiah Valley Sanitation District participated in the first day of mediation on May 11, 2017. They have agreed to continue efforts to mediate a resolution of the litigation between them. The City and District are presently coordinating with the mediator the scheduling for the second day for mediation. Because of the confidential nature of mediations, the parties cannot reveal any further information about the mediation. If the representatives of the City and the District agree on a proposed resolution of the disputes, the terms will become public, when the District Board and City Council consider whether to approve it.

Budgets and Recycled Water Project: The City of Ukiah continues to seek cooperation from the UVSD to jointly approve the FY 16-17 budget, and review the recycled water project. The City has also sought input and engagement on how/when the District would prefer to coordinate the development and joint review of the FY 17-18 budget. Correspondence has been sent to the District detailing the budget development schedule and budget related items on the City Council's agenda. The District held their normal meeting in May and June, but did not discuss or provide any direction related to the City's request to meet on these matters.

Bar Screen Rebid

Director White has sent correspondence to the District regarding the need for joint approval of the bar screen installation bid given the \$100,000 Participation Agreement threshold for capital items. The City Council will consider the item at their June 21st meeting and the District will also need to consider the project if it is to proceed. Please refer to the City's corresponding agenda summary report on this same agenda for more information.

The Council may elect to discuss the matter further and, if desired, provide direction to Staff and/or consider any related action(s). As part of this agenda item, the Council does not intend to consult with legal counsel regarding the litigation itself and does not intend to waive evidentiary privileges for attorney-client communication or attorney work product.

**CITY OF UKIAH
CITY COUNCIL MINUTES
Special Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
June 7, 2017
4:00 p.m.**

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

Ukiah City Council met at a Special Meeting on June 7, 2017, having been legally noticed on June 6, 2017. Mayor Brown called the meeting to order at 4:02 p.m. Roll was taken with the following **Councilmembers Present:** Stephen G. Scalmanini, Douglas F. Crane, Maureen Mulheren, Kevin Doble (*Arriving at 4:59 p.m.*), and Jim O. Brown. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; Dan Buffalo, Finance Director; and Kristine Lawler, City Clerk.

MAYOR BROWN PRESIDING.

2. PUBLIC COMMENT

No public comment was received.

The Pledge of Allegiance was led by Councilmember Scalmanini.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Review and Consideration of the FY 2017-18 Draft City of Ukiah Budget.

Presenters: Sage Sangiacomo, City Manager; Dan Buffalo, Finance Director; Daphine Harris, Finance Management Analyst; Shannon Riley, Deputy City Manager; and Kristine Lawler, City Clerk.

Presentation was received.

4. ADJOURNMENT

There being no further business, the meeting adjourned at 6:05 p.m.

Kristine Lawler, City Clerk

**CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
June 7, 2017
6:00 p.m.**

1. ROLL CALL

Ukiah City Council met at a Regular Meeting on June 7, 2017, having been legally noticed on June 2, 2017. Mayor Brown called the meeting to order at 6:12 p.m. Roll was taken with the following **Councilmembers Present:** Stephen G. Scalmanini, Douglas F. Crane, Maureen Mulheren, Kevin Doble, and Jim O. Brown. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR BROWN PRESIDING.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Doble.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Proclamation of the Ukiah City Council Recognizing June 2017 as National Alzheimer's and Brain Awareness Month.

Presenter: Mayor Jim O. Brown

Proclamation was received by Elizabeth Santos, Legislative Ambassador California State Senate District #2 Alzheimer's Association.

b. Receive Presentation on 'Kids Triathlon' Event on July 22, 2017.

Presenter: Jake Burgess, Recreation Supervisor

Presentation was received.

c. Receive Presentation on Remote Spawning Incubator Project on Gibson Creek.

Presenter: Sean White, Director of Water/Sewer Utilities

Presentation was received.

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

Presenter: Sage Sangiacomo, City Manager

Presentation was received.

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

- a. Regular Minutes of May 17, 2017, a Regular Meeting.

Motion/Second: Mulheren/Doble to approve Minutes of May 17, 2017, a Regular Meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Scalmanini, Crane, Mulheren, Doble, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

6. RIGHT TO APPEAL DECISION

7. CONSENT CALENDAR

- a. Designation of Voting Delegates and Alternates for the League of California Cities Annual Conference – September 13 – 15, 2017 – *City Clerk*.
- b. Adoption of Resolution (2017-22) Adopting Records Retention Schedule for the City of Ukiah – *City Clerk*.
- c. Report to the City Council Regarding Payment to City of Light Sound and Recording for the Sound Equipment and Sound Technician Services (COU No. 1617-202) for the 2017 Sundays in the Park Concert Series in the Amount of \$12,192 – *Community Services*.
- d. Adoption of Resolution (2017-23) Approving Addenda Amending the Holiday Provision in the Department Head, Management, Fire, Administrative & Maintenance, Water Utilities/Garage, and Electric Unit Memoranda of Understanding – *Human Resources/Risk Management*.
- e. Approval and Acceptance of \$20,000 Grant from the Christensen Fund for the Grace Hudson Museum Educational Programming Development, Authorizing City Manager to Sign Agreement (COU No. 1617-210) - *Community Services*.
- f. Authorize Execution of Amendment to the Agreement (COU No. 1213-142-A11) with GHD in an Amount Not to Exceed \$36,319 for Supplemental Design Services for the Redwood Business Park Transportation Improvements and the Talmage Interchange Projects and Approve Budget Amendment - *Public Works*.
- g. Award Contract (COU No. 1617-211) to Gregg Simpson Trucking in the Amount of \$36,097.88 for the Hydroelectric Plant Gratings and Handrails, Specification No. E35427 and Authorize a Budget Amendment in the Amount of \$40,000 (EUD) - *Electric Utility Department*.

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

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

Public Comment: Eileen Mitro, Margo Frank, Terry Brown, and Peter Good.

9. COUNCIL REPORTS

Presenters: Councilmember Mulheren and Vice Mayor Doble.

10. CITY MANAGER/CITY CLERK REPORTS

Presenters: Sage Sangiacomo, City Manager; Tami Bartolomei, Community Services Administrator; Jarrod Meyers, Parks Supervisor; Jarod Thiele, Public Works Management Analyst; Tim Eriksen, Public Works Director; Kirk Thomsen, Interim Fire Chief; Craig Schlatter, Community Development and Planning Director; and Shannon Riley, Deputy City Manager.

11. PUBLIC HEARINGS (6:15 PM)

- a. Conduct a Public Hearing and Receive the Measure P Oversight Committee Report and Findings for 2015 and 2016, and Disband the Measure P Oversight Committee per Resolution 2014-28 – Public Safety.**

Presenters: Chris Dewey, Police Chief and Kirk Thomsen, Interim Fire Chief.

PUBLIC HEARING WAS OPENED AT 7:36 P.M.

No public comment was received.

PUBLIC HEARING WAS CLOSED AT 7:37 P.M.

Motion/Second: Crane/Scalmanini to receive the Measure P Oversight Committee's report and findings for 2015 and 2016, and disband the Measure P Oversight Committee per Resolution 2014-28. Motion **carried** by the following roll call votes: AYES: Scalmanini, Crane, Mulheren, Doble, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

- b. Consideration of Planning Commission Recommendation to Certify the Costco Final Environmental Impact Report (FEIR), Including the Energy Analysis, Adopt Findings of Overriding Considerations and Introduce an Ordinance Rezoning the Costco Project Site to Retail Commercial – Community Development and Planning.**

Presenter: Kevin Thompson, Planning Manager.

PUBLIC HEARING WAS OPENED AT 7:45 P.M.

Public Comment: Michael Okuma, Costco Wholesale.

PUBLIC HEARING WAS CLOSED AT 8:09 P.M.

Consultant Comment: Brian Grattidge, Senior Project Manager.

Motion/Second: Crane/Doble to adopt Resolution (2017-24) certifying the FEIR and Statement of Overriding Considerations. Motion **carried** by the following roll call votes: AYES: Crane, Mulheren, Doble, and Brown. NOES: Scalmanini. ABSENT: None. ABSTAIN: None.

Motion/Second: Crane/Doble to introduce an Ordinance by title only. The Motion **carried** by the following roll call votes: AYES: Scalmanini, Crane, Mulheren, Doble, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

City Clerk, Kristine Lawler, read the following title of the Ordinance into the record:

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING THE AIRPORT INDUSTRIAL PARK PLANNED DEVELOPMENT.

Motion/Second: Doble/Crane to introduce an Ordinance amending the Airport Industrial Park planned development. The Motion **carried** by the following roll call votes: AYES: Scalmanini, Crane, Mulheren, Doble, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

RECESS 8:25 – 8:39 P.M.

12. UNFINISHED BUSINESS

- d. Approve Plans and Specifications for Transportation Improvements for Redwood Business Park, Specification No. 17-09, Direct Staff to make Revisions to Specifications for I-Bank Requirements, and Direct Staff to Advertise for Bids – *Public Works*.**

Presenter: Tim Eriksen, Public Works Director/City Engineer.

Motion/Second: Crane/Mulheren to approve plans and specifications for the Transportation Improvements for Redwood Business project, Specification No. 17-09; direct staff to make revisions to the specifications per I-Bank funding requirements; and direct staff to advertise for bids. Motion **carried** by the following roll call votes: AYES: Scalmanini, Crane, Mulheren, Doble, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

13. NEW BUSINESS

- a. Adoption of Resolution Removing On-Street Parking on the North Side of West Gobbi Street Between South Oak Street and South Dora Street – *Public Works*.**

Presenter: Tim Eriksen, Public Works Director/City Engineer.

Public Comment: Wendy Jackson.

Motion/Second: Mulheren/Scalmanini to adopt Resolution (2017-25) removing on-street parking on the north side of West Gobbi Street between S. Oak St. and S. Dora St. Motion **carried** by the following roll call votes: AYES: Scalmanini, Crane, Mulheren, Doble, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

12. UNFINISHED BUSINESS, Continued

- a. Adoption of Resolution Approving the Second Addendum to the Recycled Water Project Initial Study/Mitigated Negative Declaration – *Water and Sewer*.**

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

Motion/Second: Crane/Scalmanini to adopt Resolution (2017-26) approving the second addendum to the Recycled Water Project Initial Study/Mitigated Negative Declaration (MND). Motion **carried** by the following roll call votes: AYES: Scalmanini, Crane, Mulheren, Doble, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

- b. Adoption of Resolution Authorizing the City Manager to Negotiate and Execute an Agreement with the State Water Resources Control Board Division of Financial Assistance for Funding the Construction of Phases 1 Through 3 of the Recycled Water System, and Authorization to Take All Actions Required or Allowed Under the Agreement – *Water and Sewer*.**

Presenters: Sean White, Director of Water and Sewer Utilities; Jarod Thiele, Public Works Management Analyst; and Tim Eriksen, Public Works Director/City Engineer.

Motion/Second: Crane/Doble to adopt Resolution (2017-27) authorizing the City Manager to negotiate and execute an agreement (COU No. 1617-212) with the State Water Resources Control Board Division of Financial Assistance for funding the construction of Phases 1 through 3 of the Recycled Water System, and authorization to take all actions required or allowed under the agreement. Motion **carried** by the following roll call votes: AYES: Scalmanini, Crane, Mulheren, Doble, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

c. Approve Plans and Specifications for Construction of Phases 1-3 of the Recycled Water System, Specification No. 17-08 and Direct Staff to Advertise for Bids – Water and Sewer.

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

Motion/Second: Doble/Crane to approve plans and specifications for the construction of phases 1-3 of the Recycled Water System, Specification No. 17-08 and direct staff to advertise for bids. Motion **carried** by the following roll call votes: AYES: Scalmanini, Crane, Mulheren, Doble, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

THE CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 9:32 P.M.

14. CLOSED SESSION

a. Conference with Legal Counsel – Existing Litigation

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

Name of case: *City of Ukiah v. Questex, LTD, et al*, Mendocino County Superior Court, Case No. SCUUK- CVPT-15-66036 (Palace Hotel)

b. Conference with Legal Counsel – Existing Litigation

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

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

c. Conference with Legal Counsel – Existing Litigation

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

Name of case: *Howard Jarvis Taxpayers Assn., et al. v. City of Ukiah*, Mendocino County Superior Court, Case No. SCUUK-CVG-17-68588 (Measure Y and Z)

d. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: 429 South Dora St. Ukiah, CA 95482

Negotiator: Sage Sangiacomo, City Manager; Negotiating Parties: City of Ukiah and Ukiah Unified School District; Under Negotiation: Price & Terms of Payment

15. ADJOURNMENT

There being no further business, the meeting adjourned at 10:09 p.m.

Kristine Lawler, City Clerk

CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
June 12, 2017
4:00 p.m.

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

Ukiah City Council met at a Regular Meeting on June 12, 2017, having been legally noticed on June 9, 2017. Mayor Brown called the meeting to order at 4:04 p.m. Roll was taken with the following **Councilmembers Present:** Stephen G. Scalmanini, Douglas F. Crane, Maureen Mulheren, Kevin Doble, and Jim O. Brown. **Staff Present:** Sage Sangiacomo, City Manager; Dan Buffalo, Finance Director; Daphine Harris, Finance Management Analyst; and Kristine Lawler, City Clerk.

MAYOR BROWN PRESIDING.

The Pledge of Allegiance was led by Dan Buffalo, Finance Director.

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

No public comment was received.

3. **FISCAL YEAR 2017 – 2018 BUDGET**

a. Receive Departmental Budget Overviews, and Discuss and Consider Operational Expenses, Services, and Revenues for Fiscal Year 2017 – 2018.

Presenters: Sage Sangiacomo, City Manager; Daphine Harris, Finance Management Analyst; and Dan Buffalo, Finance Director.

Council received the following presentations:

1. **City Council**

Presenter: Sage Sangiacomo, City Manager.

2. **City Attorney**

Presenter: Sage Sangiacomo, City Manager.

3. **Finance**

Presenters: Dan Buffalo, Finance Director; Daphine Harris, Finance Management Analyst; Lori Martin, Billing and Customer Service Manager; Leigh Halvorsen, Senior Accountant; Mary Horger, Procurement Manager; and Sage Sangiacomo, City Manager.

4. **City Treasurer**

Presenter: Dan Buffalo, Finance Director.

5. **HR (Human Resources)**

Presenter: Sheri Mannion, Human Resources and Risk Management Director.

6. **Planning/Building (Community Development and Planning)**

Presenters: Craig Schlatter, Community Development and Planning Director and David Willoughby, Building Inspector.

7. **Airport**

Presenter: Greg Owen, Airport Manager.

8. Police

Presenter: Chris Dewey, Police Chief.

9. Fire

Presenters: Kirk Thomsen, Interim Fire Chief and Eric Singleton, Fire Engineer.

RECESS: 6:07 – 6:25 P.M.

10. Community Services

Presenters: Tami Bartolomei, Community Services Administrator; Jarrod Meyers, Parks Supervisor; Jake Burgess, Recreation Supervisor; and Sherrie Smith-Ferry, Museum Director.

Public Comment: Susan Sher, Wagenseller Neighborhood Representative.

11. Public Works

Presenters: Tim Eriksen, Public Works Director; Jarod Thiele, Management Analyst; and Dave Kirch, Fleet Maintenance Supervisor.

Public Comment: Susan Sher, Wagenseller Neighborhood Representative.

12. Electric

Presenters: Mel Grandi, Electric Utility Director; Tim Santos, Interim Electric Supervisor; and Jimmy Lozano, Electrical Engineer Tech III.

13. Water and Sewer

Presenters: Sean White, Water and Sewer Director and Jarod Thiele, Management Analyst.

Closing remarks were given by both the City Manager and the Finance Director.

Kristine Lawler, City Clerk announced that there being no further business for departmental presentations, the Special Budget Hearing Meeting scheduled for June 13, 2017, would be cancelled.

4. ADJOURNMENT

There being no further business, the meeting adjourned at 9:20 p.m.

Kristine Lawler, City Clerk



ITEM NO.: 7a

MEETING DATE: June 21, 2017

AGENDA SUMMARY REPORT

SUBJECT: REPORT OF DISBURSEMENTS FOR THE MONTH OF MAY 2017

Summary: Payments made during the month of MAY 2017, are summarized on the Report of Disbursements. Further detail is supplied on the Schedule of Bills, representing the four (4) individual payment cycles within the month.

Background:

Accounts Payable check numbers (City): 3021698 – 3021795; 3021808 – 3021914;
3021918 – 3021998; 3022017 - 3022102

Accounts Payable Check numbers (UVFD): 3021681 – 3021697; 3021796 – 3021807;
3021915 - 3021917

Accounts Payable Wire Transfer numbers: N/A

Payroll Check numbers: 504853 – 504882; 504883 - 504914

Payroll Manual check numbers: N/A

Void check numbers:

Discussion: This report is submitted in accordance with Ukiah City Code Division 1, Chapter 7, Article 1.

FISCAL IMPACT:			
Budgeted Amount in 16-17 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required
See Attached	N/A	See Attached	Yes ☐ No ☒

RECOMMENDED ACTION(S): Approve the Report of Disbursements for the month of May 2017.

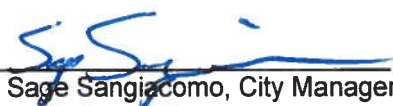
ALTERNATIVES: N/A

Citizens advised: N/A
Requested by: Sage Sangiacomo, City Manager
Contact/Prepared by: Daphne Harris, Management Analyst – Finance Department
Coordinated with: Dan Buffalo, Finance Director and Sage Sangiacomo, City Manager
Presenter: N/A
Attachment: 1. Report of Disbursements

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

**CITY OF UKIAH
REPORT OF DISBURSEMENTS
REGISTER OF PAYROLL AND DEMAND PAYMENTS
FOR THE MONTH OF MAY**

FUNDS:

100	General Fund	\$137,335.31	700	Sanitary Disposal Site Fund	\$2,264.31
105	Measure S General Fund	\$80,704.10	701	Landfill Corrective Fund	
110	Special General Fund		702	Disposal Closure Reserve Fund	
201	Worker's Comp Fund	\$973.76	704	Post Closure Fund - Solid Waste	\$0.00
202	Liability Fund	\$10,000.00	720	Golf Fund	\$348.87
203	Garage Fund	\$4,455.91	730	Conference Center Fund	\$15,832.46
204	Purchasing Fund	\$1,245.80	750	Visit Ukiah	\$0.00
205	Billing & Collections Fund	\$35,551.33	777	Airport Fund	\$41,384.02
206	Public Safety Dispatch Fund	\$12,290.47	778	Airport Capital Improvement Fund	\$29,537.76
207	Payroll Posting Fund	\$479,622.50	779	Special Aviation Fund	
208	Building Maintenance/Corp Yard Fund	\$30,906.24	800	Electric Fund	\$620,520.04
209	IT Fund	\$12,969.61	801	Electric Capital Reserve Fund	
220	Equipment Reserve Fund		803	Lake Mendocino Bond Reserve	
250	Special Revenue Fund	\$51.97	805	Street Lighting Fund	\$23,797.66
251	Special Projects Reserve Fund		806	Public Benefits Fund	\$216.15
300	Park Development Fund		820	Water Fund	\$143,700.13
301	Anton Stadium Fund	\$0.00	822	Water Capital Improvement Fund	\$345,007.44
302	Observatory Park Fund		830	Recycled Water Fund	\$240.00
304	Swimming Pool Fund	\$0.00			
305	Riverside Park Fund	\$0.00	840	City/District Sewer Fund	\$246,886.21
306	Skate Park Fund	\$0.00	841	Sewer Construction Fund	
310	Museum Grants		843	Sewer Capital Fund	
311	Alex Rorbaugh Recreation Center Fund	\$2,639.70	900	Special Deposit Trust	\$23,947.92
312	Downtown Business Improvement Fund	\$91.75	901	General Service (Accts Recv)	\$507.65
313	LMHF Housing Asset Fund		902	U.S.W. Billing & Collection	\$60,700.21
314	Winter Special Events		903	Public Safety - AB 109	\$0.00
500	2106 Gas Tax Fund		905	Federal Emergency Shelter Grant	
501	2107 Gas Tax Fund		905	Mendocino Emergency Service Authority	
503	2105 Gas Tax Fund		911	Russian River Watershed Association	\$45,421.58
505	Signalization Fund		940	Sanitation District Special Fund	\$57.18
506	Bridge Fund		943	Sanitation District Capital Improvement Fund	
507	1998 STIP Augmentation Fund		952	REDIP Sewer Enterprise Fund	
508	SB325 Reimbursement Fund		960	Community Redevelopment Agency	
509	S.T.P. Fund		961	RDA Housing Pass-Through	
510	Trans-Traffic Congest Relief Fund		962	Redevelopment Housing Fund	
600	Community Development Block Grant		963	Housing Debt	
601	EDBG 94-333 Revolving Loan		964	RDA Capital Pass-Through	
602	Community Development Fund		965	Redevelopment Capital Improvement Fund	
603	08-HOME-4688		966	Redevelopment Debt Service	\$2,225.00
604	CDBG Grant 09-STBG-6417		967	Housing Bond Proceeds	
605	11-HOME-7654 Fund	\$0.00	968	Non-Housing Bond Proceeds	
606	CDBG Grant 10-EDEF-7261		969	RDA Obligation Retirement Fund	\$928.80
607	Prop 84 Grant Fund		844/944	Sewer Capital Projects Fund	\$11,431.58
609	13-CDBG-8940		915	UVFD	\$16,940.07
610	City RDA Projects Fund			Retainage Withheld	\$19,590.34
630	Asset Seizure Fund	\$11,535.51			
631	Asset Seizure Fund (Drug/Alcohol)				
633	H & S Education 11489(B)(2)(A1)	\$41,182.00			
634	Federal Asset Seizure Grants				
635	SUP Law Enforcement Service Fund	\$1,250.00			
637	Local Law Enforcement Block Grant				
638	Asset Forfeiture 11470 2 H & S				
639	Special Revenue - Police	\$0.00			
640	Parking District Fund	\$1,771.07			
691	Museum Fund	\$4,829.39			

PAYROLL CHECK NUMBERS: 504853 - 504882

DIRECT DEPOSIT NUMBERS: 81712 - 81909

PAYROLL PERIOD: 4/23/17 - 5/06/17

PAYROLL CHECK NUMBERS: 504883 - 504914

DIRECT DEPOSIT NUMBERS: 81910 - 82114

PAYROLL PERIOD:

PAYROLL CHECK NUMBERS:

DIRECT DEPOSIT NUMBERS:

PAYROLL PERIOD:

VOID CHECK NUMBERS:

MANUAL CHECK NUMBERS:

WIRE TRANSFER NUMBERS:

TOTAL DEMAND PAYMENTS- A/P CHECKS \$2,520,891.80

TOTAL DEMAND PAYMENTS-WIRES* & EFT's \$143.00

TOTAL PAYROLL CHECKS & DIRECT DEPOSITS \$754,975.52

TOTAL PAYROLL EFT's (TAXES, PERS, VENDORS) \$616,135.51

* vendor name(if applicable)

TOTAL PAYMENTS \$3,892,145.83

CERTIFICATION OF CITY CLERK

This register of Payroll and Demand Payments was duly approved by the City Council on _____.

City Clerk

APPROVAL OF CITY MANAGER

I have examined this Register and approve same.

City Manager

CERTIFICATION OF DIRECTOR OF FINANCE

I have audited this Register and approve for accuracy and available funds.

Director of Finance

Account Code Summary

10000000	General Fund	20526430	Electric Department - Meter Readers
10010000	City Council	20620231	Ukiah Dispatch
10011100	City Clerk	20620232	Ft Bragg Dispatch
10011300	Elections	20700000	Payroll Posting Fund
10012100	City Manager	20822500	Building Maintenance
10012200	Administrative Support	20824300	Corporation Yard
10012400	Miscellaneous General Government	20922900	IT Fund
10013400	Finance Department	22013300	FA Replace - Finance UB
10014000	City Attorney	22020200	FA Replace - Police Operations
10015100	Treasury Management	22021210	FA Replace - Fire Administration
10016100	Human Resources	22022900	FA Replace - Information Technology
10017100	Economic Development	22024100	FA Replace - Garage
10018000	Community Outreach	22024220	FA Replace - Streets
10020217	Animal Control	22024413	FA Replace - Water Distribution Cap
10022100	Parks	22024414	FA Replace - Water Distribution O&M
10022300	Aquatics	22024421	FA Replace - City Wastewater
10022800	Recreation	25024210	Engineering Reserve
10022810	Recreation Administration	25024300	Corporation Yard Reserve
10022821	Adult Basketball	25122900	CIP - IT
10022822	Adult Softball	25123100	CIP - Planning
10022824	Co-Ed Volleyball	25124210	CIP - Engineering
10022831	Youth Basketball	25124220	CIP - Streets
10022832	Youth Softball	25124410	CIP - Water
10022840	Day Camp	25124421	CIP - City Wastewater
10022850	Classes & Clinics	25126410	CIP - Electric
10022860	Special Activities	30022200	Park Development
10023100	Community Planning	30122210	Anton Stadium
10023320	Building Inspection	30222220	Observatory Park
10024210	Engineering	30522250	Riverside Park
10024214	Traffic Signals	30622260	Skate Park
10024220	Streets	30822280	Project Planning
10024224	Storm Drains	31022700	Museum Grant
10514000	Police - City Attorney	31122870	Alex Rorabaugh Recreation Center
10520210	Patrol	31217100	Downtown Business Improvement District
10520214	Police Reserves	50524210	Engineering - Signalization Fund
10520216	COPS Grant	50624210	Capital Engineering
10520218	Police - CSO	50824210	SB325 - Engineering
10520224	Police - Major Crimes Task Force	50824220	SB325 - Streets
10521210	Fire Administration	50924210	STP - Engineering
10521312	Fire Volunteer Station	50924220	STP - Streets
20112400	Worker's Compensation Fund	51024220	Trans - Traffic Slurry Seal
20212400	Liability Fund	510X9999	Trans -Traffic Project
20324100	Garage Fund	60217441	Grant - CDBG 602
20413500	Purchasing Fund	60317442	Grant - HOME 603
20513300	Billing and Collections	60417441	Grant - CDBG 604
20514000	Billing and Collections - City Attorney	60517442	Grant - HOME 605
20524412	Water Department - Meter Readers	60517461	First Time Homebuyer Program

Account Code Summary

60517462	FTHB Activity Delivery	80026130	Electric Substation
60517467	FTHB - PIR	80026140	Reimbursable Work for Others
60600000	CDBG Grant 10-EDEF-7261 Fund	80026200	Electric Metering
60617441	Grant - CDBG 606	80026300	Electric Generation
60617451	General Administration	80026312	Mendocino Hydro
60617452	AD ED Direct Financial Assistance	80026330	Hydro Electric
60617453	ED Direct Financial Assistance	80026400	Electric Administration
60717443	Grant Prop 84	80026410	Electric General Administration
60724413	Prop 84 Water Distribution Cap	80026430	Interdepartmental Charges
60900000	13-CDBG-8940	80326330	Hydro Plant
60917458	13-CDBG-8940	80526610	Street Lighting
63020210	Asset Seizure Expenditure	80626500	Public Benefit
63120210	Drug & Alcohol Education	82024410	Water
63320210	H&S Asset Seizure Expenditure	82024411	Water - Production O&M
63420250	Fed Asset Seizure Expenditure	82024413	Water - Distribution Capital
63520210	SLESF	82024414	Water - Distribution O&M
63820210	Asset Forfeiture 11470	82024415	Water - Production Capital
64020213	Parking Enforcement	82224413	Water - Distribution Capital
69122700	Museum	84024420	Wastewater
70024500	Landfill 700	84024421	Wastewater City - O&M
70224500	Landfill Closure	84024422	Wastewater City - Capital
70424500	Landfill Post closure	84024425	Wastewater Treatment - O&M
72022400	Golf	84124426	Wastewater Treatment - Capital
73022600	Conference Center	84224420	Wastewater
75017110	Visit Ukiah	84324422	Wastewater City - Capital
77725200	Airport Operations	84424421	Wastewater City Capital - O&M
77817411	FAA Grant	84424422	Wastewater City - Capital
80026100	Electric Administration	90000000	Special Deposit Trust Fund
80026110	Electric Overhead	91190100	Russian River Watershed Assoc
80026120	Electric Underground	96900000	Successor Agency

Object Code Summary

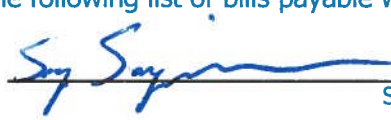
12102	INVENTORY OF SUPPLIES	52526	FRAUD INVEST. ASSESSMENT
12103	STORES PURCHASES	52527	A.D.P. PREMIUM & DEDUCTIBLE
12104	INVENTORY - PURCHASES	52528	LIABILITY INSURANCE
12105	STORES ISSUES	52529	EARTHQUAKE & FLOOD PREMIUMS
51211	PERS UNFUNDED LIABILITY	52530	POLLUTION-ENVIRON INS PREMIUM
51280	OVERTIME/CALLOUT MEALS	52531	UMEMPLOY. INS EXPENSE
51285	CALLOUT MILEAGE REIMBURSEMENTS	52532	SAFETY & TRAINING SUPPORT
52100	CONTRACTED SERVICES	52600	RENT
52107	CONTRACTED SERVICES-EIR	52841	SUCCESSOR AGENCY ADMIN
52108	CONTRACT SERVICES-GPU	54100	SUPPLIES
52110	AMBULANCE BILLING	54101	POSTAGE
52111	MAINT. CONTRCTS - DEFIBRULATOR	54102	SMALL TOOLS
52112	M. S. OVERSIGHT	54105	PHOTOGRAPHIC EXPENSE
52113	PLANNING STUDIES	54106	SPECIALTY SUPPLIES
52114	COMPLIANCE STUDIES	54120	PW - SPECIAL SUPPLIES
52120	LABOR CHARGES FROM OTHER DEPAR	54121	PW - ASPHALT CONCRETE
52130	EDUCATIONAL & MARKETING MATL'S	54122	PW - AGGREGATE BASE
52131	ASSISTANCE TO SENIORS	54123	PW - CRACK SEALANT
52132	EMERGENCY ASSISTANCE	54124	PW - CONCRETE/SUPPLIES
52133	MONTHLY DISCOUNT PROGRAM	54125	PW - TRAFFIC PAINT
52134	CONTRACT ADMINISTRATION	54126	PW-PREMARKS
52135	ENERGY CONSERVATION PROGRAM	54127	PW - SIGN POSTS/SHEETING
52136	PHOTOVOLTAIC RATES/INCENTIVE	54128	PW - COLD PATCH MATERIAL
52137	PUBLIC BENEFITS PROGRAM MGMT	54129	PW - TACK OIL
52138	NCPA PUBLIC BENEFITS PROGRAM	54130	PW - SAFETY
52139	RESEARCH, DEVELOPMENT & DEMO	54131	PW - BARRICADES & CONES
52140	LITIGATION EXPENSES	54160	HR - CITY LIABILITY & CONTRACT
52145	DETACHMENT-SEWER-UVSD	54161	HR - BACKGROUND & PHYSICALS
52150	LEGAL SERVICES/EXPENSES	54162	HR - ADVERTISING
52151	AFLAC & PERS INSUR ADMIN FEES	54163	HR - INTERVIEW SUPPLIES
52170	UKIAH WASTE SOLUTIONS	54164	HR - FORMS & OTHER DIV. EXP.
52171	RESIDENTIAL BILLING CHARGE	54165	HR - NEW EMPLOYEE FINGERPRINT
52172	COMMERCIAL OVERSIGHT FEE	54166	HR - DOT TESTING PROGRAM
52180	SECURITY SERVICES	54167	HR - EMPLOYEE DEVELOPMENT
52301	PROPERTY TAX ADMIN FEE	54168	HR - REMIF SAFETY TRNG & SUPPO
52302	AMBULANCE FEES	54201	PRISONER EXPENSE
52303	REHIT SUPPORT	54202	MAJOR CRIME INVETIGATIONS
52304	LAFCO FEES AND PROP TAX EXP	54320	SOFTWARE
52500	TRUSTEE FEES	55100	TELEPHONE
52510	ADVERTISING & PROMOTION	55200	PG&E
52515	ADVERTISING & PUBLICATION	55210	UTILITIES
52521	LIABILITY INSURANCE PREMIUM	56100	VEHICLE & EQUIPMENT MAINT. & R
52522	LIABILITY INSURANCE DEDUCT	56110	CITY GARAGE - PARTS
52523	BOILER/MACHINERY PREMIUMS	56111	CITY GARAGE - LABOR
52524	PROPERTY INSURANCE	56112	EQUIPMENT PARTS FOR RESALE
52525	WORKER'S COMP. EXPENSE	56120	EQUIPMENT MAINTENANCE & REPAIR

56121 R & M RADIO EQUIPMENT
56122 R & M NON-AUTO EMS EQUIPMENT
56123 R & M COMPUTERS
56124 MAINT CONTRACT DEFIBULATORS
56130 EXTERNAL SERVICES
56210 FUEL & FLUIDS
56300 BUILDING MAINT. & REPAIR
56410 EQUIPMENT RENTAL - PRIVATE
56504 FACILITY MAINTENANCE & REPAIR
56600 AIRFIELD MAINTENANCE & REPAIR
56700 LANDFILL CLOSURE EXPENSE
57100 CONFERENCE & TRAINING
57101 CONF & TRAINING-AQUATICS
57102 CONF & TRAINING-PARKS STAFF
57200 MEETINGS
57300 MEMBERSHIPS & SUBSCRIPTIONS
58101 NCPA PLANT GENERATION
58102 NCPA POWER PURCHASES
58103 NCPA TRANSMISSION
58104 NCPA MANAGEMENT SERVICES
58105 NCPA THIRD PARTY SALES
58106 NCPA PASS THROUGH COSTS
58107 NCPA COMMITMENTS ACTIVITY
58201 WATER PURCHASES
58202 WATER TREATMENT PLANT CHEMICAL
58401 AVIATION FUEL
58410 GARAGE LUBRICANTS & PARTS
58510 REIMBRASABLE JOBS
59100 PROPERTY TAXES PAID
59101 FEES
59102 FRANCHISE FEES
59350 PURCHASE DISCOUNTS TAKEN
59400 OTHER EXPENSES
70101 LOAN PAYMENTS MADE
70102 BOND INTEREST PAYMENTS
70110 BOND ISSUANCE COSTS
70201 LOAN PRINCIPAL PAYMENTS
70202 BOND PRINCIPAL PAYMENTS
80100 MACHINERY & EQUIPMENT
80200 BUILDINGS ACQUISITION
80210 LAND ACQUISITION
80220 BUILDING IMPROVEMENTS
80230 INFRASTRUCTURE
80231 RECYCLING STUDY 50% GRANT MATC
80232 LINE REPLACEMENTS
80233 MAIN REPLACEMENTS
80234 INFLOW/INFILTRATION

80235 SYSTEM MAINTENANCE
80236 EMERGENCY/CONTINGENCY
90100 LOAN PROCEEDS
90101 LOAN PAYMENT RECEIVED
90301 LOAN REPAYMENT
90410 BOND PROCEEDS

List of Checks Presented for Approval on 5/5/2017

The following list of bills payable was reviewed and approved for payment.

 5-16-17  
Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ACME RIGGING & SUPPLY CO	284576	MISC RENTAL & SUPPLIES AS NEED	\$68.72	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.35)
				84024425-54100	SUPPLIES	\$0.35
				84024425-54100	SUPPLIES	\$68.72
				Vendor Total:		\$68.72
AFLAC	930092	CANCER/LIFE/ACC INS	\$6,913.12	20700000-20527	SECTION 125 (CANCER & LIFE)	\$6,913.12
				Vendor Total:		\$6,913.12
AFLAC GROUP INSURANCE	A082826100	APR 2017-AFLAC CRITICAL CARE INS	\$563.38	20700000-20538	AFLAC CRITICAL ILLNSS POLICY	\$563.38
				Vendor Total:		\$563.38
AIMEE SHIELDS	MAY 17	TRANSCRIPTION SERVICES FOR POL	\$1,250.00	63520210-52100	CONTRACTED SERVICES	\$1,250.00
				Vendor Total:		\$1,250.00
ALPINE AWARDS	5516923	2017 YOUTH SOFTBALL T-SHIRTS	\$9.70	10022832-54100	SUPPLIES	\$9.70
				Vendor Total:		\$9.70
ALSCO-AMERICAN LINEN DIVISION	LSRO974118	LAUNDRY AND LINEN SERVICES	\$214.90	20324100-52100	CONTRACTED SERVICES	\$214.90
	LSRO970990	LAUNDRY AND LINEN SERVICES	\$214.90	20324100-52100	CONTRACTED SERVICES	\$214.90
	LSRO977202	LAUNDRY AND LINEN SERVICES	\$215.47	20324100-52100	CONTRACTED SERVICES	\$215.47

List of Checks Presented for Approval on 5/5/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ALSCO-AMERICAN LINEN DIVISION	LSRO980316	LAUNDRY AND LINEN SERVICES	\$215.47	20324100-52100	CONTRACTED SERVICES	\$215.47
					Vendor Total:	\$860.74
AMAZON CAPITAL SERVICES	0N2D-NGK0-84G6	LAZY SUSAN	\$35.43	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.03)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.14)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.14)
				90000000-23013	STATE USE TAX LIABILITY	(\$2.03)
				84024425-54100	SUPPLIES	\$2.34
				84024425-54100	SUPPLIES	\$35.43
	OKNN-PLRD-C3HJ	UTLITY SAFETY BOOK	\$68.34	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.08)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.32)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.32)
				90000000-23013	STATE USE TAX LIABILITY	(\$4.67)
				84024425-54100	SUPPLIES	\$5.39
				84024425-54100	SUPPLIES	\$68.34
	ON8M-6YSW-7Q6N	TRANSFORMER	\$177.62	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.20)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.80)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.80)
				82024411-54102	SMALL TOOLS	\$13.30
				82024411-54102	SMALL TOOLS	\$177.62
				90000000-23013	STATE USE TAX LIABILITY	(\$11.50)
	OTRM-0524-3KWX	SPEAKERS	\$83.43	90000000-23236	FIELD SIGNAGE FEES	\$83.43

List of Checks Presented for Approval on 5/5/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
AMAZON CAPITAL SERVICES	0N8M-6YSW-8565	TRANSFORMER	\$97.39	82024411-54102	SMALL TOOLS	\$97.39
					Vendor Total:	\$462.21
ANIXTER	3504560-00	ELECTRICAL EQUIPMENT AND SUPPLIES	\$113.54	80000000-12104	INVENTORY - PURCHASES	\$113.54
					Vendor Total:	\$113.54
ARROW FENCING	76595	SERVICE	\$1,000.00	77725200-56300	BUILDING MAINT. & REPAIR	\$1,000.00
	76596	SERVICE	\$3,150.00	77725200-56300	BUILDING MAINT. & REPAIR	\$3,150.00
	76588	TEMP FENCING	\$928.80	96995669-52100	CONTRACTED SERVICES	\$928.80
					Vendor Total:	\$5,078.80
AT&T	0602 155573	LIVE SCAN	\$1,068.74	10520210-55100	TELEPHONE	\$1,068.74
	APR 17	INTERNET SERVICES	\$179.00	77725200-55100	TELEPHONE	\$179.00
					Vendor Total:	\$1,247.74
AT&T MOBILITY	832118877X041 42017	DATA & VOICE	\$83.18	10022300-55100	TELEPHONE	\$55.25
				20620231-55100	TELEPHONE	\$7.81
				77725200-55100	TELEPHONE	\$18.18
				80026400-55100	TELEPHONE	\$15.62
				82024410-55100	TELEPHONE	\$7.81
				82024411-55100	TELEPHONE	(\$41.99)
				82024411-55100	TELEPHONE	\$4.88
				84024421-55100	TELEPHONE	\$15.62
					Vendor Total:	\$83.18
BANNERS & SIGNS	4500	BANNER	\$985.88	80026110-54100	SUPPLIES	\$985.88
					Vendor Total:	\$985.88

List of Checks Presented for Approval on 5/5/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
BLARNEY PUBLISHING INC	16HUM2-05	MAGAZINE ADVERTISING	\$979.00	75017110-52515	ADVERTISING & PUBLICATION	\$979.00
					Vendor Total:	\$979.00
BSN SPORTS	98941867	PLAYERS BENCH	\$4,052.29	90000000-23236	FIELD SIGNAGE FEES	\$4,052.29
					Vendor Total:	\$4,052.29
CANTEEN SERVICE	9790	MISCELLANEOUS SUPPLIES AS NEED	\$80.77	10012200-54100	SUPPLIES	\$80.77
	9777	MISCELLANEOUS SUPPLIES AS NEED	\$136.82	10012200-54100	SUPPLIES	\$136.82
					Vendor Total:	\$217.59
CLARK PEST CONTROL	19779903	PEST CONTROL SVCS	\$95.00	80026400-52100	CONTRACTED SERVICES	\$95.00
	19913972	PEST CONTROL SVCS	\$95.00	80026400-52100	CONTRACTED SERVICES	\$95.00
					Vendor Total:	\$190.00
DANIEL STEEL & MACHINE INC	13933	LABOR & MATERIAL	\$309.95	80026330-54102	SMALL TOOLS	\$309.95
					Vendor Total:	\$309.95
DAVID WILLOUGHBY	DV042617	LUNCH REIMB - REACO	\$50.00	10023320-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$50.00
					Vendor Total:	\$50.00
DEEP VALLEY SECURITY	307562.1	SECURITY SYSTEM MONITORING AT	\$39.95	10022100-52180	SECURITY SERVICES	\$39.95
	309007.1	SECURITY SYSTEM MONITORING AT	\$39.95	10022100-52180	SECURITY SERVICES	\$39.95
	310472.1	SECURITY SYSTEM MONITORING AT	\$39.95	10022100-52180	SECURITY SERVICES	\$39.95
					Vendor Total:	\$119.85
DENNIS PARDINI	DV042517	REIM-ANTENNA FOR TRAINING ROOM	\$35.99	80026120-57100	CONFERENCE & TRAINING	\$35.99
					Vendor Total:	\$35.99

List of Checks Presented for Approval on 5/5/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
DEPARTMENT OF JUSTICE	225219	MARCH 2017 FINGERPRINTING & LIVESCAN REPORTS	\$96.00	10016100-54165	HR - NEW EMPLOYEE FINGERPRINT	\$96.00
					Vendor Total:	\$96.00
DG CREATIVE	84029	DESIGN & PRODUCTION	\$6,233.00	63020210-52100	CONTRACTED SERVICES	\$6,233.00
					Vendor Total:	\$6,233.00
DHARMA REALM BUDDHIST ASSOCIATION	DV042017	USE OF SUDHANA CENTER-BASKETBALL	\$1,225.00	10022831-52600	RENT	\$1,225.00
					Vendor Total:	\$1,225.00
E&M ELECTRIC & MACHINERY, INC	300188	RENEWAL	\$4,203.23	82024411-52100	CONTRACTED SERVICES	\$10.11
				82024411-52100	CONTRACTED SERVICES	\$4,203.23
				90000000-23028	MEASURE Y DISTRICT TAX	(\$10.11)
					Vendor Total:	\$4,203.23
ECS IMAGING INC	12119	ANNUAL RENEWAL	\$6,686.00	10011100-52100	CONTRACTED SERVICES	\$6,686.00
					Vendor Total:	\$6,686.00
EDDIE VEDOLLA JR	DV042817	INSTRUCTOR	\$266.00	10022850-52100	CONTRACTED SERVICES	\$266.00
					Vendor Total:	\$266.00
EVERGREEN JOB & SAFETY TRAINING INC	633	EDUCATIONAL/TRAINING SERVICES	\$964.79	20526430-57100	CONFERENCE & TRAINING	\$964.79
	621	EDUCATIONAL/TRAINING SERVICES	\$2,109.12	80026110-52100	CONTRACTED SERVICES	\$1,054.56
				80026120-52100	CONTRACTED SERVICES	\$1,054.56
	632	EDUCATIONAL/TRAINING SERVICES	\$2,109.12	80026110-52100	CONTRACTED SERVICES	\$1,054.56
				80026120-52100	CONTRACTED SERVICES	\$1,054.56
					Vendor Total:	\$5,183.03

List of Checks Presented for Approval on 5/5/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
FEDERAL EXPRESS	5-777-40941	SHIPPING CHARGES	\$399.35	82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$9.61
				10016100-54163	HR - INTERVIEW SUPPLIES	\$25.35
				10013400-54101	POSTAGE	\$21.06
				10520210-54101	POSTAGE	\$18.43
				10520210-54101	POSTAGE	\$18.43
				10520210-54101	POSTAGE	\$21.17
				10520210-54101	POSTAGE	\$24.75
				10520210-54101	POSTAGE	\$50.29
				10520210-54101	POSTAGE	\$57.90
				20922900-54101	POSTAGE	\$40.08
				84024425-54100	SUPPLIES	\$53.62
				84024425-54100	SUPPLIES	\$58.66
				Vendor Total:		\$399.35
FOLSOM LAKE FORD	44721-00	AUTOMOBILES, SCHOOL BUSES, SUV	\$23,992.52	82024414-80100	MACHINERY & EQUIPMENT	\$11,996.26
				84024420-80100	MACHINERY & EQUIPMENT	\$11,996.26
				Vendor Total:		\$23,992.52
GARTON TRACTOR INC	WU02180	LANDPRIDE RCR1260 60" ROTARY C	\$1,674.39	82024411-54102	SMALL TOOLS	\$1,674.39
				Vendor Total:		\$1,674.39
GCS ENVIRONMENTAL EQUIP SRVS	15433	PARTS & SUPPLIES AS NEEDED	\$68.90	10024220-56130	EXTERNAL SERVICES	\$0.27
				10024220-56130	EXTERNAL SERVICES	\$68.90
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.27)
				Vendor Total:		\$68.90

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
GINA GRECO	DV050117	INSTRUCTOR	\$1,498.00	10022850-52100	CONTRACTED SERVICES	\$1,498.00
					Vendor Total:	\$1,498.00
HARTFORD RETIREE PREMIUM ACCT	50011-MAY 17	MAY 2017-RETIREE HEALTH INS	\$1,126.46	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$1,126.46
					Vendor Total:	\$1,126.46
HOMEMADE PUBLICATIONS	12412	SUMMER/FALL ISSUE OF MENDOCINO	\$1,500.00	75017110-52515	ADVERTISING & PUBLICATION	\$1,500.00
					Vendor Total:	\$1,500.00
IBEW, LOCAL 1245	17-04 IBEW	APR 2017 ELECTRIC UNIT UNION DUES	\$1,638.88	20700000-20509	P/R DEDUCT.-UNION DUES	\$1,638.88
					Vendor Total:	\$1,638.88
INFOSEND INC	119779	INSERT	\$1,086.54	10018000-52510	ADVERTISING & PROMOTION	\$5.85
				10018000-52510	ADVERTISING & PROMOTION	\$1,086.54
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$1.17)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$4.68)
	119244	UB PRINT & MAIL SERVICES	\$4,572.00	20513300-52100	CONTRACTED SERVICES	\$4,572.00
					Vendor Total:	\$5,658.54
JENDI COURSEY COMMUNICATIONS	1295	PHOTOS SERVICES	\$1,575.83	63020210-52100	CONTRACTED SERVICES	\$1,575.83
					Vendor Total:	\$1,575.83
JOSE RUIZ	DV040617	BOOT REIMBURSEMENT	\$150.00	20822500-54100	SUPPLIES	\$150.00
					Vendor Total:	\$150.00
JUDY CHAN	MAY 17	MAY 2017 RENT -185 MASON ST	\$1,365.00	10022100-52600	RENT	\$1,365.00
					Vendor Total:	\$1,365.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
LINCOLN AQUATICS	S1313180	SUPPLIES AS NEEDED	\$342.44	10022300-54106	SPECIALTY SUPPLIES	\$342.44
	S1312688	SUPPLIES AS NEEDED	\$616.06	10022300-54106	SPECIALTY SUPPLIES	\$616.06
	Vendor Total:					\$958.50
MARIPOSA MARKET	DV042917	REFUND ADULT SOFTBALL SPONSOR FEE	\$450.00	10022822-44915	RECREATION PROGRAM INCOME	\$450.00
	Vendor Total:					\$450.00
MENDOCINO COUNTY TOURISM COMMISSION	2017-02	SOCIAL MEDIA	\$625.00	75017110-52515	ADVERTISING & PUBLICATION	\$625.00
	Vendor Total:					\$625.00
MOIRS	136148	MISCELLANEOUS POOL SUPPLIES AS	\$474.18	82024411-58202	CHEMICALS	\$474.18
	136480	MISCELLANEOUS POOL SUPPLIES AS	\$476.38	82024411-58202	CHEMICALS	\$476.38
	Vendor Total:					\$950.56
NATIONAL METER & AUTOMATION	S1077115.001	WATER SUPPLY, GROUNDWATER, SEW	\$5,602.86	80000000-12104	INVENTORY - PURCHASES	\$296.80
				82000000-12104	INVENTORY - PURCHASES	\$3,649.44
				82024414-54100	SUPPLIES	\$1,656.62
	S1082650.001	SUPPLIES AS NEEDED	\$829.04	82000000-12104	INVENTORY - PURCHASES	\$829.04
	S1083608.001	PLUMBING EQUIPMENT, FIXTURES,	\$5,189.34	82224413-80100	MACHINERY & EQUIPMENT	\$5,189.34
						Vendor Total:
	NFP NATIONAL ACCOUNT SERVICES	17-05 NFP	MAY 2017 NFP INSURANCE	\$3,004.27	20700000-20523	P/R DEDUCT-LTD
20700000-20512					REMIF LIFE	\$33.50
20700000-20512					REMIF LIFE	\$268.00
Vendor Total:					\$3,004.27	

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
NINA MOORE	DV 042617	2017 WINTER-SPRING REC CLASS	\$136.00	10022800-44915	RECREATION PROGRAM INCOME	\$136.00
					Vendor Total:	\$136.00
NORCAL ASA	INV 041817	SLOW-PITCH REGISTRATION	\$1,312.00	10022822-54100	SUPPLIES	\$1,312.00
					Vendor Total:	\$1,312.00
ONE TIME PAY VENDOR	DV 042417	BUSINESS LICENSE FEE REFUND	\$20.00	31200000-41440	BUSINESS LICENSE TAX	\$20.00
	DV.042417	BUSINESS LICENSE FEE REFUND	\$71.75	31200000-41440	BUSINESS LICENSE TAX	\$71.75
	DV031517.2	REFUND PARK RESERVATION	\$100.00	10022100-46360	PARKS RENTAL	\$100.00
	042717	REFUND DEPOSIT - JOB NUMBER 16020	\$784.60	90000000-23200	REFUNDABLE DEPOSITS TRUST	\$3,600.24
				10000000-44830	REIMBURSABLE JOBS	(\$469.27)
				82000000-44830	REIMBURSABLE JOBS	(\$1,139.44)
				82000000-44830	REIMBURSABLE JOBS	(\$625.34)
				82000000-44830	REIMBURSABLE JOBS	(\$581.59)
	DV 042517	DEPOSIT REFUND	\$100.00	80000000-44830	REIMBURSABLE JOBS	\$100.00
	DV 042617	DEPOSIT REFUND	\$300.00	80000000-44830	REIMBURSABLE JOBS	\$300.00
	106233-0	UTILITIES REFUND	\$41.59	90100000-10421	UTILITY RECEIVABLES CLEARING	\$41.59
	66654-5	UTILITIES REFUND	\$81.60	90100000-10421	UTILITY RECEIVABLES CLEARING	\$81.60
	105130-9	UTILITIES REFUND	\$100.00	90100000-10421	UTILITY RECEIVABLES CLEARING	\$100.00
	114937-6	UTILITIES REFUND	\$109.53	90100000-10421	UTILITY RECEIVABLES CLEARING	\$109.53
					Vendor Total:	\$1,709.07

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ONESOURCE DISTRIBUTORS LLC	S5481187.001	SUPPLIES AS NEEDED	\$151.56	80000000-12104	INVENTORY - PURCHASES	\$0.71
				80000000-12104	INVENTORY - PURCHASES	\$151.56
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.71)
				Vendor Total:		\$151.56
OPERATING ENGINEERS UNION	1704--1	APR 2017 PW UNION DUES	\$870.00	20700000-20509	P/R DEDUCT.-UNION DUES	\$870.00
	1704-1	APR 2017 MISC UNION DUES	\$990.00	20700000-20509	P/R DEDUCT.-UNION DUES	\$990.00
	Vendor Total:		\$1,860.00			
OPPERMAN & SON INC	1271090001	MISCELLANEOUS PARTS AS NEEDED	\$33.07	10024220-56130	EXTERNAL SERVICES	\$33.07
	1271020027	MISCELLANEOUS PARTS AS NEEDED	\$600.69	10024220-56130	EXTERNAL SERVICES	\$600.69
	1271110030	MISCELLANEOUS PARTS AS NEEDED	\$60.80	10521210-56130	EXTERNAL SERVICES	\$60.80
	1270930025	MISCELLANEOUS PARTS AS NEEDED	\$115.40	10521210-56130	EXTERNAL SERVICES	\$115.40
	1271150002	MISCELLANEOUS PARTS AS NEEDED	\$294.05	10521210-56130	EXTERNAL SERVICES	\$294.05
	1271000033	MISCELLANEOUS PARTS AS NEEDED	\$364.67	82024414-56130	EXTERNAL SERVICES	\$364.67
	1271160030	MISCELLANEOUS PARTS AS NEEDED	\$10.30	84024421-56130	EXTERNAL SERVICES	\$10.30
	1270930018	MISCELLANEOUS PARTS AS NEEDED	\$50.01	84024421-56130	EXTERNAL SERVICES	\$50.01
	1271160003	MISCELLANEOUS PARTS AS NEEDED	\$53.65	20324100-58510	REIMBRASABLE JOBS	\$53.65
	Vendor Total:		\$1,582.64			
ORGONE MUSIC INC	DV 041917	2017 SUNDAYS IN THE PARK	\$2,750.00	90000000-23226	CONCERT SERIES	\$2,750.00
					Vendor Total:	

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
PACE SUPPLY CORPORATION	023842124	MISCELLANEOUS ITEMS AS NEEDED	\$241.41	10022100-59400	BAD DEBT EXPENSE	\$2.26
				10022100-59400	BAD DEBT EXPENSE	\$241.41
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.13)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$1.13)
	023825896	MISCELLANEOUS ITEMS AS NEEDED	\$12.10	82024411-56300	BUILDING MAINT. & REPAIR	\$0.12
				82024411-56300	BUILDING MAINT. & REPAIR	\$12.10
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.06)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.06)
	023833340	MISCELLANEOUS ITEMS AS NEEDED	\$56.07	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.26)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.26)
				84024421-54100	SUPPLIES	\$0.52
				84024421-54100	SUPPLIES	\$56.07
	023834806	MISCELLANEOUS ITEMS AS NEEDED	\$551.10	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$2.57)
				82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$5.14
				82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$551.10
				90000000-23028	MEASURE Y DISTRICT TAX	(\$2.57)
	023829216	MISCELLANEOUS ITEMS AS NEEDED	\$666.66	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$3.10)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$3.10)
				10022100-54100	SUPPLIES	\$6.20
				10022100-54100	SUPPLIES	\$666.66
	CM023834806	MISCELLANEOUS ITEMS AS NEEDED	(\$534.19)	82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	(\$534.19)
Vendor Total:						\$993.15

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
PARCEL QUEST	18787	PARCELQUEST	\$7,000.00	20922900-54320	SOFTWARE	\$7,000.00
					Vendor Total:	\$7,000.00
PERKOWSKI SCREEN PRINT	14691	SUPPLIES AS NEEDED	\$449.84	82024414-54100	SUPPLIES	\$224.92
				84024421-54100	SUPPLIES	\$224.92
					Vendor Total:	\$449.84
PETERSON CAT	PC060137335	PARTS AS NEEDED	\$2,360.03	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$10.99)
				10024220-56130	EXTERNAL SERVICES	\$21.98
				10024220-56130	EXTERNAL SERVICES	\$2,360.03
				90000000-23028	MEASURE Y DISTRICT TAX	(\$10.99)
	PR060015367	PARTS & SERVICE REPAIRS AS NEE	(\$689.49)	10024220-56130	EXTERNAL SERVICES	(\$689.49)
					Vendor Total:	\$1,670.54
PETERSON TRUCKS INC	270292P	SUPPLIES AS NEEDED	\$55.78	10520210-56130	EXTERNAL SERVICES	\$20.49
				10521210-56130	EXTERNAL SERVICES	\$16.82
				20324100-58510	REIMBRABLE JOBS	\$18.47
					Vendor Total:	\$55.78
REDWOOD COAST FUELS	0069466	CARDLOCK FUEL PURCHASES	\$216.00	20824300-56210	FUEL & FLUIDS	\$216.00
	0069726	CARDLOCK FUEL PURCHASES	\$330.05	20824300-56210	FUEL & FLUIDS	\$330.05
					Vendor Total:	\$546.05
REDWOOD EMPIRE AIKIKAI	DV 042717	INSTRUCTOR	\$216.00	10022850-52100	CONTRACTED SERVICES	\$72.00
				10022850-52100	CONTRACTED SERVICES	\$144.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
REDWOOD EMPIRE AIKIKAI	DV 042817	INSTRUCTOR	\$216.00	10022850-52100	CONTRACTED SERVICES	\$216.00
Vendor Total:						\$432.00
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	17-05 HEALTHCOMP	MAY 2017 REMIF INSURANCE PREMIUMS	\$220,263.20	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$491.40
				20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$2,312.00
				20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$14,963.00
				20700000-20520	P/R DEDUCT.- MEDICAL INS	\$186,218.00
				20700000-20510	REMIF DENTAL	\$13,567.00
				20700000-20511	REMIF VISION	\$2,711.80
	17-04 EAP	MAY 2017 REMIF EAP INSURANCE	\$484.16	20112400-52525	WORKER'S COMP. EXPENSE	\$484.16
				Vendor Total:		\$220,747.36
REDWOOD FORD	124237	PARTS & SERVICE REPAIRS AS NEE	\$165.71	10520210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$165.71
	124109	PARTS & SERVICE REPAIRS AS NEE	\$35.76	10024220-56130	EXTERNAL SERVICES	\$35.76
	124118	PARTS & SERVICE REPAIRS AS NEE	\$764.63	10024220-56130	EXTERNAL SERVICES	\$764.63
	CM123919	PARTS & SERVICE REPAIRS AS NEE	(\$157.32)	10520210-56130	EXTERNAL SERVICES	(\$157.32)
	124192	PARTS & SERVICE REPAIRS AS NEE	\$34.89	10520210-56130	EXTERNAL SERVICES	\$34.89
	123911	PARTS & SERVICE REPAIRS AS NEE	\$54.46	10520210-56130	EXTERNAL SERVICES	\$54.46
	123886	PARTS & SERVICE REPAIRS AS NEE	\$176.44	10520210-56130	EXTERNAL SERVICES	\$176.44
	123919	PARTS & SERVICE REPAIRS AS NEE	\$229.54	10520210-56130	EXTERNAL SERVICES	\$229.54
	123925	PARTS & SERVICE REPAIRS AS NEE	\$332.28	10520210-56130	EXTERNAL SERVICES	\$332.28

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
REDWOOD FORD	123920	PARTS & SERVICE REPAIRS AS NEE	\$372.27	10520210-56130	EXTERNAL SERVICES	\$372.27
	123929	PARTS & SERVICE REPAIRS AS NEE	\$17.30	80026400-56130	EXTERNAL SERVICES	\$17.30
	124151	PARTS & SERVICE REPAIRS AS NEE	\$79.79	80026400-56130	EXTERNAL SERVICES	\$79.79
	123986	PARTS & SERVICE REPAIRS AS NEE	\$427.84	80026400-56130	EXTERNAL SERVICES	\$427.84
Vendor Total: -----						\$2,533.59
RELIABLE MILL SUPPLY CO	135672	SUPPLIES AS NEEDED	\$725.63	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$3.38)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$3.38)
				84024421-54102	SMALL TOOLS	\$6.76
				84024421-54102	SMALL TOOLS	\$725.63
	135663	METALS: BARS, PLATES, RODS, SH	\$4,336.49	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$20.20)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$20.20)
				82024414-54100	SUPPLIES	\$20.20
				82024414-54100	SUPPLIES	\$2,168.24
				84024421-54100	SUPPLIES	\$20.20
				84024421-54100	SUPPLIES	\$2,168.25
Vendor Total: -----						\$5,062.12
RESERVE ACCOUNT	MAY-17	MAY-17 PRE-PAID POSTAGE	\$6,500.00	10000000-10301	PRE-PAID POSTAGE	\$6,500.00
Vendor Total: -----						\$6,500.00
SAFEWAY INC	APR-17	MISCELLANEOUS PURCHASES AS REQ	\$526.10	10016100-54167	HR - EMPLOYEE DEVELOPMENT	\$63.76
				10010000-54100	SUPPLIES	\$32.59
				10022840-54100	SUPPLIES	\$48.91
				20620231-54100	SUPPLIES	\$59.99

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
SAFEWAY INC	APR-17	MISCELLANEOUS PURCHASES AS REQ	\$526.10	20620231-54100	SUPPLIES	\$76.35
				73022600-54100	SUPPLIES	\$40.55
				73022600-54100	SUPPLIES	\$90.60
				73022600-54100	SUPPLIES	\$113.35
				Vendor Total:		\$526.10
SIERRA CHEMICAL	SLS10045285	LIQ FERRIC CHLORIDE	\$6,869.10	84024425-58202	CHEMICALS	\$6,869.10
				Vendor Total:		\$6,869.10
SONOMA COUNTY REGIONAL PARKS	DV 030717	QAC 2017 REGISTRATION	\$225.00	10022100-57100	CONFERENCE & TRAINING	\$75.00
				10022100-57100	CONFERENCE & TRAINING	\$75.00
				10022100-57100	CONFERENCE & TRAINING	\$75.00
				Vendor Total:		\$225.00
STAPLES CREDIT PLAN	96780	OFFICE SUPPLIES, MISC AS NEEDE	\$29.71	90000000-23236	FIELD SIGNAGE FEES	\$29.71
	5011	OFFICE SUPPLIES, MISC AS NEEDE	\$45.51	10013400-54100	SUPPLIES	\$45.51
	2516	OFFICE SUPPLIES, MISC AS NEEDE	(\$51.49)	10022810-54100	SUPPLIES	(\$51.49)
	97034	OFFICE SUPPLIES, MISC AS NEEDE	\$68.32	20324100-54100	SUPPLIES	\$68.32
	1866	OFFICE SUPPLIES, MISC AS NEEDE	\$8.62	20413500-54100	SUPPLIES	\$8.62
	200	OFFICE SUPPLIES, MISC AS NEEDE	\$23.72	69122700-54100	SUPPLIES	\$23.72
	1790631881	OFFICE SUPPLIES, MISC AS NEEDE	\$135.67	73022600-54100	SUPPLIES	\$135.67
	97135	OFFICE SUPPLIES, MISC AS NEEDE	\$473.57	77725200-54100	SUPPLIES	\$473.57
	1796217701	OFFICE SUPPLIES, MISC AS NEEDE	\$650.22	77725200-54100	SUPPLIES	\$650.22

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
STAPLES CREDIT PLAN	97855	OFFICE SUPPLIES, MISC AS NEEDE	\$34.40	80026110-54100	SUPPLIES	\$34.40
	97611	OFFICE SUPPLIES, MISC AS NEEDE	\$21.56	80026200-54100	SUPPLIES	\$21.56
	97798	OFFICE SUPPLIES, MISC AS NEEDE	\$60.93	80026400-54100	SUPPLIES	\$60.93
	97828	OFFICE SUPPLIES, MISC AS NEEDE	\$245.38	82024411-54100	SUPPLIES	\$245.38
	96510	OFFICE SUPPLIES, MISC AS NEEDE	\$34.29	84024421-54100	SUPPLIES	\$34.29
Vendor Total:						\$1,780.41
SUNSET MAGAZINE	1616462	APRIL 2017 ADVERTISING	\$3,360.00	75017110-52515	ADVERTISING & PUBLICATION	\$3,360.00
	1613127	MARCH 2017 ADVERTISING	\$3,360.00	75017110-52515	ADVERTISING & PUBLICATION	\$3,360.00
Vendor Total:						\$6,720.00
SWITZER ASSOCIATES	1675	TRAINING	\$3,134.36	63020210-57100	CONFERENCE & TRAINING	\$3,134.36
	Vendor Total:					\$3,134.36
SYAR INDUSTRIES INC	638666	ASPHALT AS NEEDED	\$1,837.54	10024220-54120	PW - SPECIAL SUPPLIES	\$1,837.54
	Vendor Total:					\$1,837.54
THE EMPIRE AGENCY INC	DV 041917	2017 SUNDAYS IN THE PARK	\$2,750.00	90000000-23226	CONCERT SERIES	\$2,750.00
	Vendor Total:					\$2,750.00
THE LABOR COMPLIANCE MANAGERS	IWD009	LABOR COMPLIANCE OVERSIGHT WEL	\$3,000.00	82224413-80230	INFRASTRUCTURE	\$246.70
				82224413-80230	INFRASTRUCTURE	\$2,753.30
	Vendor Total:					\$3,000.00
THOMAS & ASSOCIATES	29434	PUMPING EQUIPMENT AND ACCESSOR	\$5,743.09	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$5,743.09
	Vendor Total:					\$5,743.09

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
TYCO SIMPLEX GRINNELL	83503002	HALON CYLINDER RECHARGE/REFILL	\$5,479.43	20822500-52100	CONTRACTED SERVICES	\$5,479.43
					Vendor Total:	\$5,479.43
UKIAH AUTO PARTS	995071	AUTO & MACHINE PARTS & MATERIA	\$55.79	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$55.79
	993547	AUTO & MACHINE PARTS & MATERIA	\$58.96	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$58.96
	stmlt043017	AUTO & MACHINE PARTS & MATERIA	(\$23.60)	20324100-56112	EQUIPMENT PARTS FOR RESALE	(\$23.60)
	994159	AUTO & MACHINE PARTS & MATERIA	(\$20.66)	10022100-56130	EXTERNAL SERVICES	(\$20.66)
	993856	AUTO & MACHINE PARTS & MATERIA	(\$6.14)	10022100-56130	EXTERNAL SERVICES	(\$6.14)
	993831	AUTO & MACHINE PARTS & MATERIA	\$206.23	10022100-56130	EXTERNAL SERVICES	\$206.23
	991538	AUTO & MACHINE PARTS & MATERIA	\$12.64	10520210-56130	EXTERNAL SERVICES	\$12.64
	994707	AUTO & MACHINE PARTS & MATERIA	\$81.93	10521210-56130	EXTERNAL SERVICES	\$81.93
	995107	AUTO & MACHINE PARTS & MATERIA	\$287.09	10521210-56130	EXTERNAL SERVICES	\$287.09
	991569	AUTO & MACHINE PARTS & MATERIA	\$11.48	20324100-56130	EXTERNAL SERVICES	\$11.48
	995132	AUTO & MACHINE PARTS & MATERIA	\$101.92	20822500-56130	EXTERNAL SERVICES	\$101.92
	994749	AUTO & MACHINE PARTS & MATERIA	\$7.88	77725200-56130	EXTERNAL SERVICES	\$7.88
	994746	AUTO & MACHINE PARTS & MATERIA	\$10.07	77725200-56130	EXTERNAL SERVICES	\$10.07
	995168	AUTO & MACHINE PARTS & MATERIA	\$12.00	77725200-56130	EXTERNAL SERVICES	\$12.00
	994706	AUTO & MACHINE PARTS & MATERIA	\$121.71	77725200-56130	EXTERNAL SERVICES	\$121.71
	994245	AUTO & MACHINE PARTS & MATERIA	\$8.87	82024412-56130	EXTERNAL SERVICES	\$8.87

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
UKIAH AUTO PARTS	993011	AUTO & MACHINE PARTS & MATERIA	\$7.11	82024414-56130	EXTERNAL SERVICES	\$7.11
	991317	AUTO & MACHINE PARTS & MATERIA	\$21.00	82024414-56130	EXTERNAL SERVICES	\$21.00
	991462	AUTO & MACHINE PARTS & MATERIA	\$10.11	84024421-56130	EXTERNAL SERVICES	\$10.11
	993012	AUTO & MACHINE PARTS & MATERIA	\$21.33	84024421-56130	EXTERNAL SERVICES	\$21.33
	995357	AUTO & MACHINE PARTS & MATERIA	\$7.23	20324100-54102	SMALL TOOLS	\$7.23
	995365	AUTO & MACHINE PARTS & MATERIA	\$13.57	20324100-54102	SMALL TOOLS	\$13.57
	995355	AUTO & MACHINE PARTS & MATERIA	\$18.51	20324100-54102	SMALL TOOLS	\$18.51
	991816	AUTO & MACHINE PARTS & MATERIA	\$21.65	10024220-54100	SUPPLIES	\$21.65
	995152	AUTO & MACHINE PARTS & MATERIA	\$108.39	10024220-54100	SUPPLIES	\$108.39
	991723	AUTO & MACHINE PARTS & MATERIA	\$14.26	20324100-54100	SUPPLIES	\$14.26
	991342	AUTO & MACHINE PARTS & MATERIA	\$31.11	82024414-54100	SUPPLIES	\$31.11
Vendor Total: -----						\$1,200.44
UKIAH PAPER SUPPLY	I468582	JANITORIAL SUPPLIES, MISC AS N	\$24.12	20822500-54100	SUPPLIES	\$24.12
	I468741	JANITORIAL SUPPLIES, MISC AS N	\$96.61	20822500-54100	SUPPLIES	\$96.61
	I469423	JANITORIAL SUPPLIES, MISC AS N	\$203.31	20822500-54100	SUPPLIES	\$203.31
	I468698	JANITORIAL SUPPLIES, MISC AS N	\$81.55	20824300-54100	SUPPLIES	\$81.55
	CM469507	JANITORIAL SUPPLIES, MISC AS N	(\$68.15)	73022600-54100	SUPPLIES	(\$68.15)
	I469039	JANITORIAL SUPPLIES, MISC AS N	\$99.56	73022600-54100	SUPPLIES	\$99.56
	I469506	JANITORIAL SUPPLIES, MISC AS N	\$251.71	73022600-54100	SUPPLIES	\$251.71

List of Checks Presented for Approval on 5/5/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
UKIAH PAPER SUPPLY	I468634	JANITORIAL SUPPLIES, MISC AS N	\$329.31	73022600-54100	SUPPLIES	\$329.31
	I469636	JANITORIAL SUPPLIES, MISC AS N	\$331.36	77725200-54100	SUPPLIES	\$331.36
	I469285	JANITORIAL SUPPLIES, MISC AS N	\$344.94	80026110-54100	SUPPLIES	\$344.94
	I469288	JANITORIAL SUPPLIES, MISC AS N	\$185.52	80026120-54100	SUPPLIES	\$185.52
	I469193	JANITORIAL SUPPLIES, MISC AS N	\$92.76	82024414-54100	SUPPLIES	\$92.76
	I468739	JANITORIAL SUPPLIES, MISC AS N	\$129.06	84024425-54100	SUPPLIES	\$129.06
Vendor Total:						\$2,101.66
UKIAH VALLEY MEDICAL CENTER	1690	APRIL 2017-PRE-EMPLOYMENT & EMPLOYEE EXAMS	\$819.46	10016100-54161	HR - BACKGROUND & PHYSICALS	\$264.80
				10521210-54100	SUPPLIES	\$262.31
				20324100-54100	SUPPLIES	\$135.00
				91500000-54100	SUPPLIES	\$157.35
Vendor Total:						\$819.46
ULINE	86158854	SAFETY SUPPLIES	\$133.56	10012200-54100	SUPPLIES	\$133.56
						\$133.56
Vendor Total:						\$133.56
UPS	0000E19R54167	SHIPPING SERVICES	\$135.40	10023320-54101	POSTAGE	\$66.68
				77725200-54100	SUPPLIES	\$68.72
Vendor Total:						\$135.40
USA BLUEBOOK	235578	SUPPLIES AS NEEDED	\$68.65	82024411-54100	SUPPLIES	\$68.65
	235581	SUPPLIES AS NEEDED	\$357.40	82024411-54100	SUPPLIES	\$357.40
Vendor Total:						\$426.05
UTILITY TREE SERVICE INC	61T41317	ROADSIDE, GROUNDS, RECREATIONA	\$4,872.40	80026110-52100	CONTRACTED SERVICES	\$4,872.40

List of Checks Presented for Approval on 5/5/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
UTILITY TREE SERVICE INC	59Z01017	ROADSIDE, GROUNDS, RECREATIONA	\$5,247.20	80026110-52100	CONTRACTED SERVICES	\$5,247.20
	80B71217	ROADSIDE, GROUNDS, RECREATIONA	\$5,622.00	80026110-52100	CONTRACTED SERVICES	\$5,622.00
	80T16917	ROADSIDE, GROUNDS, RECREATIONA	\$5,622.00	80026110-52100	CONTRACTED SERVICES	\$5,622.00
	62I65217	ROADSIDE, GROUNDS, RECREATIONA	\$5,622.00	80026110-52100	CONTRACTED SERVICES	\$5,622.00
	62T68517	ROADSIDE, GROUNDS, RECREATIONA	\$5,622.00	80026110-52100	CONTRACTED SERVICES	\$5,622.00
Vendor Total: -----						\$32,607.60
VERIZON WIRELESS	9784252710	DATA & EMERGENCY LOANER PHONES	\$1,170.30	10022100-54100	SUPPLIES	\$38.01
				10022300-54100	SUPPLIES	\$38.01
				10022840-54100	SUPPLIES	\$38.01
				10023100-55100	TELEPHONE	\$38.01
				10024210-55100	TELEPHONE	\$63.35
				10024220-55100	TELEPHONE	\$25.21
				10520210-55100	TELEPHONE	\$76.02
				20922900-55100	TELEPHONE	\$384.88
				77725200-55100	TELEPHONE	\$38.01
				80026400-55100	TELEPHONE	\$152.04
				82024410-55100	TELEPHONE	\$82.36
				82024411-55100	TELEPHONE	\$38.01
				84024420-55100	TELEPHONE	\$44.35
84024421-55100	TELEPHONE	\$114.03				
Vendor Total: -----						\$1,170.30

List of Checks Presented for Approval on 5/5/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
WAGeworks INC	INV111855	SEC 125 ADMIN FEES	\$175.00	10016100-52151	AFLAC & PERS INSUR ADMIN FEES	\$175.00
					Vendor Total:	\$175.00
Walmart Community	7339	MISC ITEMS AS NEEDED	\$416.66	80026120-57100	CONFERENCE & TRAINING	\$416.66
					Vendor Total:	\$416.66
Waxie Sanitary Supply	76648733	JANITORIAL SUPPLIES	\$1,515.84	90000000-23028	MEASURE Y DISTRICT TAX	(\$7.03)
				10012200-54100	SUPPLIES	\$7.03
				10012200-54100	SUPPLIES	\$1,515.84
					Vendor Total:	\$1,515.84
WESCO DISTRIBUTION INC	142809	ELECTRICAL EQUIPMENT AND SUPPL	\$261.84	80000000-12104	INVENTORY - PURCHASES	\$261.84
					Vendor Total:	\$261.84
WIPF CONSTRUCTION	39923	BUILDING MAINTENANCE, INSTALLA	\$8,600.00	80026130-52100	CONTRACTED SERVICES	\$8,600.00
					Vendor Total:	\$8,600.00
XYLEM WATER SOLUTIONS USA INC	3556951003	PLUMBING EQUIPMENT, FIXTURES,	\$6,519.57	84024421-80100	MACHINERY & EQUIPMENT	\$28.44
				84024421-80100	MACHINERY & EQUIPMENT	\$6,519.57
				90000000-23028	MEASURE Y DISTRICT TAX	(\$28.44)
					Vendor Total:	\$6,519.57
INVOICE TOTAL:						\$455,381.49

List of Checks Presented for Approval on 5/12/2017

The following list of bills payable was reviewed and approved for payment.

 5-16-17 
Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ALHAMBRA NATIONAL WATER	5109554 050617	DRINKING WATER SERVICES	\$99.12	69122700-54100	SUPPLIES	\$38.16
				77725200-54100	SUPPLIES	\$23.18
				84024425-54100	SUPPLIES	\$37.78
				Vendor Total:		\$99.12
ALL IN ONE AUTO REPAIR & TOWING	51306	TOWING SERVICES	\$200.00	84024425-56130	EXTERNAL SERVICES	\$200.00
				Vendor Total:		\$200.00
ALL-GUARD ALARM SYSTEMS INC	A124176	MONTHLY MONITORING OF WWTP	\$76.90	84024425-52180	SECURITY SERVICES	\$76.90
				Vendor Total:		\$76.90
ALPHA ANALYTICAL LABORATORIES INC	7043382-UKIAHLF	MISCELLANEOUS LABORATORY WORK	\$1,592.95	70024500-52100	CONTRACTED SERVICES	\$1,592.95
	7041667-UKIAH	MISCELLANEOUS LABORATORY WORK	\$88.00	82024411-52100	CONTRACTED SERVICES	\$88.00
	7043355-UKIAH	ANALYZE WATER SAMPLES FOR TTHM	\$300.00	82024411-52100	CONTRACTED SERVICES	\$300.00
	7042292-UKIAHSTP	MISCELLANEOUS LABORATORY WORK	\$130.00	84024425-52100	CONTRACTED SERVICES	\$130.00
	7041719-UKIAHSTP	MISCELLANEOUS LABORATORY WORK	\$271.00	84024425-52100	CONTRACTED SERVICES	\$271.00
	7042350-ukiahstp	MISCELLANEOUS LABORATORY WORK	\$271.00	84024425-52100	CONTRACTED SERVICES	\$271.00
	7042959-UKIAHSTP	MISCELLANEOUS LABORATORY WORK	\$271.00	84024425-52100	CONTRACTED SERVICES	\$271.00

List of Checks Presented for Approval on 5/12/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ALPHA ANALYTICAL LABORATORIES INC	7042483-ukiahstp	MISCELLANEOUS LABORATORY WORK	\$679.00	84024425-52100	CONTRACTED SERVICES	\$679.00
	7042486-ukiahstp	Soil, Soil Vapor, and Groundwa	\$1,728.00	84024425-52100	CONTRACTED SERVICES	\$1,728.00
Vendor Total:						\$5,330.95
ALPINE AWARDS	5517017	2017 YOUTH SOFTBALL T-SHIRTS	\$17.78	10022832-54100	SUPPLIES	\$17.78
Vendor Total:						\$17.78
AMAZON CAPITAL SERVICES	07YR-X13V-1GKB	CLEANING SUPPLIES	\$42.50	20822500-54100	SUPPLIES	\$42.50
	0PL8-T34M-18JN	SMART LED TV	\$594.42	82024410-54100	SUPPLIES	\$297.21
						\$297.21
Vendor Total:						\$636.92
ANIXTER	3526574.00	ELECTRICAL EQUIPMENT AND SUPPL	\$5,624.66	80526610-54100	SUPPLIES	\$5,624.66
Vendor Total:						\$5,624.66
ARAMARK UNIFORM SERVICES	703269358	MAT & TOWEL SERVICE	\$95.75	20822500-56300	BUILDING MAINT. & REPAIR	\$95.75
	703289814	MAT & TOWEL SERVICE	\$95.75	20822500-56300	BUILDING MAINT. & REPAIR	\$95.75
	703259177	MAT & TOWEL SERVICE	\$51.75	31122870-56300	BUILDING MAINT. & REPAIR	\$51.75
	703279682	MAT & TOWEL SERVICE	\$51.75	31122870-56300	BUILDING MAINT. & REPAIR	\$51.75
	703269357	MAT & TOWEL SERVICE	\$73.75	73022600-56300	BUILDING MAINT. & REPAIR	\$73.75
	703289813	MAT & TOWEL SERVICE	\$73.75	73022600-56300	BUILDING MAINT. & REPAIR	\$73.75
	703259195	UNIFORM SVC-AIRPORT	\$48.45	77725200-54100	SUPPLIES	\$48.45
	703269362	UNIFORM SVC-AIRPORT	\$48.48	77725200-54100	SUPPLIES	\$48.48
	703279699	UNIFORM SVC-AIRPORT	\$48.48	77725200-54100	SUPPLIES	\$48.48

List of Checks Presented for Approval on 5/12/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ARAMARK UNIFORM SERVICES	703289818	UNIFORM SVC-AIRPORT	\$48.48	77725200-54100	SUPPLIES	\$48.48
Vendor Total:						\$636.39
ARGONAUT CONSTRUCTORS	DV042917	2016 SEWER & WATER REPLACEMENT	\$87,656.86	82224413-80230	INFRASTRUCTURE	\$26,634.84
				84024421-80230	INFRASTRUCTURE	\$61,022.02
				Vendor Total:		\$87,656.86
B & B INDUSTRIAL SUPPLY INC	186771	MISCELLANEOUS MATERIALS AS NEE	\$7.16	20822500-56300	BUILDING MAINT. & REPAIR	\$7.16
	187065	MISCELLANEOUS MATERIALS AS NEE	\$24.81	20822500-56300	BUILDING MAINT. & REPAIR	\$24.81
	187357	MISCELLANEOUS MATERIALS AS NEE	\$10.84	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$10.84
	187224	MISCELLANEOUS MATERIALS AS NEE	\$13.66	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$13.66
	186830	MISCELLANEOUS MATERIALS AS NEE	\$46.01	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$46.01
	187149	MISCELLANEOUS MATERIALS AS NEE	\$108.38	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$108.38
	186788	MISCELLANEOUS MATERIALS AS NEE	\$35.16	80026110-54102	SMALL TOOLS	\$35.16
	186744	MISCELLANEOUS MATERIALS AS NEE	(\$14.28)	10022100-54100	SUPPLIES	(\$14.28)
	186655	MISCELLANEOUS MATERIALS AS NEE	\$14.28	10022100-54100	SUPPLIES	\$14.28
	187175	MISCELLANEOUS MATERIALS AS NEE	\$197.90	80026330-54100	SUPPLIES	\$197.90
Vendor Total:						\$443.92
BAY CITY BOILER & ENGINEERING CO INC	30351	INSTALLATION AND REMOVAL OF RE	\$3,500.00	84024425-52100	CONTRACTED SERVICES	\$3,500.00
Vendor Total:						\$3,500.00
BOYS AND GIRLS CLUB OF UKIAH	DV050217	2017 LAW ENFORCEMENT HALLOWEEN PARTY	\$2,000.00	63320210-52100	CONTRACTED SERVICES	\$2,000.00

List of Checks Presented for Approval on 5/12/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
BOYS AND GIRLS CLUB OF UKIAH	DV050217.1	17/18 ANNUAL DONATION FOR DRUG & ALCOHOL EDUCATION	\$15,000.00	63320210-52100	CONTRACTED SERVICES	\$15,000.00
					Vendor Total:	\$17,000.00
BSN SPORTS	98984696	MAJOR LEAGUE BASES	\$124.40	10022832-54100	SUPPLIES	\$124.40
					Vendor Total:	\$124.40
CANDICE RASMASON	TR 4/30 - 5/1/17	REIMBURSE TRAVEL EXPENSE	\$18.35	10013400-57100	CONFERENCE & TRAINING	\$18.35
					Vendor Total:	\$18.35
CANTEEN SERVICE	5975.000638	WATER FILTRATION SERVICE POLIC	\$45.00	10520210-54100	SUPPLIES	\$22.50
				20620231-54100	SUPPLIES	\$22.50
					Vendor Total:	\$45.00
CITY CLERKS ASSOC	DV050317	REGISTRATION	\$40.00	10011100-57100	CONFERENCE & TRAINING	\$40.00
					Vendor Total:	\$40.00
CLARK PEST CONTROL	19795904	PEST CONTROL SVCS	\$92.00	80026130-52100	CONTRACTED SERVICES	\$92.00
	19930334	PEST CONTROL SVCS	\$92.00	80026130-52100	CONTRACTED SERVICES	\$92.00
	19779859	PEST CONTROL SVCS	\$74.00	80026330-52100	CONTRACTED SERVICES	\$74.00
	19913929	PEST CONTROL SVCS	\$74.00	80026330-52100	CONTRACTED SERVICES	\$74.00
					Vendor Total:	\$332.00
COMCAST	APR 17.1	INTERNET SERVICES	\$154.39	73022600-55100	TELEPHONE	\$154.39
					Vendor Total:	\$154.39
COOPER COMPLIANCE CORPORATION	1543	COMPLIANCE RPT SVCS TO MEET FE	\$2,666.67	80026400-52100	CONTRACTED SERVICES	\$2,666.67
					Vendor Total:	\$2,666.67

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
CORNWELL QUALITY TOOLS	361698	TOOLS AS NEEDED	\$91.23	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.43)
				20324100-54102	SMALL TOOLS	\$0.43
				20324100-54102	SMALL TOOLS	\$91.23
				Vendor Total:		\$91.23
COUNTY OF MENDOCINO	DV042817	FLOOD HAZARD ZONE DEVELOPMENT PERMIT	\$240.00	83024430-54100	SUPPLIES	\$240.00
				Vendor Total:		\$240.00
DANIEL STEEL & MACHINE INC	13958	PARTS AS NEEDED	\$627.44	20822500-54100	SUPPLIES	\$627.44
				Vendor Total:		\$627.44
DAPHINE HARRIS	TR 4/30-5/1/17	TRAVEL REIMBURSEMENT	\$392.85	10013400-57100	CONFERENCE & TRAINING	\$392.85
	TR 4/24-28/17	TRAVEL REIMBURSEMENT	\$666.93	10013400-57100	CONFERENCE & TRAINING	\$666.93
				Vendor Total:		\$1,059.78
DARREN WOJCIESZAK	170512-DW	ADV DISABILITY PENSION PMT	\$1,763.87	90000000-10410	ACCOUNTS RECEIVABLE	\$1,763.87
				Vendor Total:		\$1,763.87
DARWIN DICK	TA 5/14-17/17	TRAVEL ADVANCE	\$642.00	82024411-57100	CONFERENCE & TRAINING	\$642.00
				Vendor Total:		\$642.00
DAVID KIRCH	TR 4/10-12/17	TRAVEL REIMBURSEMENT	\$5.00	20324100-57100	CONFERENCE & TRAINING	\$5.00
				Vendor Total:		\$5.00
DEEP VALLEY SECURITY	311907.1	SECURITY SYSTEM MONITORING AT	\$39.95	10022100-52180	SECURITY SERVICES	\$39.95
	309947	ALARM SERVICES AS REQUIRED	\$144.33	10022100-52180	SECURITY SERVICES	\$144.33
	311907	ALARM SERVICES AS REQUIRED	\$481.35	10022100-52180	SECURITY SERVICES	\$566.90

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail					
DEEP VALLEY SECURITY	311907	ALARM SERVICES AS REQUIRED	\$481.35	10022822-52180	SECURITY SERVICES	\$22.95			
				20822500-52180	SECURITY SERVICES	\$42.95			
				20824300-52180	SECURITY SERVICES	\$27.25			
				69122700-52180	SECURITY SERVICES	\$85.90			
				73022600-52180	SECURITY SERVICES	\$41.90			
				73022600-52180	SECURITY SERVICES	\$74.90			
				80026400-52180	SECURITY SERVICES	\$24.50			
				82024411-52180	SECURITY SERVICES	\$44.95			
				82024414-52180	SECURITY SERVICES	\$29.57			
				84024421-52180	SECURITY SERVICES	\$29.58			
				304089	ALARM SERVICES AS REQUIRED	\$48.66	20824300-52180	SECURITY SERVICES	\$48.66
				Vendor Total:					\$714.29
	DEPT OF FORESTRY & FIRE PROTECTION	142382	FIRE DISPATCHING SERVICES	\$53,183.09	10521210-52100	CONTRACTED SERVICES	\$53,183.09		
Vendor Total: \$53,183.09									
DEPT OF MOTOR VEHICLES	3306934	DMV VEHICLE CODE BOOKS	\$416.23	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.52)			
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$2.09)			
				10520210-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$32.79			
				10520210-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$416.23			
				90000000-23013	STATE USE TAX LIABILITY	(\$30.18)			
				Vendor Total:					\$416.23
DIANN LUCCHETTI	DV050317	REIMBURSEMENT FOR EUD LUNCH MTG	\$99.03	80026400-54100	SUPPLIES	\$99.03			
Vendor Total:						\$99.03			

List of Checks Presented for Approval on 5/12/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
EFAX CORPORATE	911738	EFAX SERVICES	\$142.10	10012200-55100	TELEPHONE	\$142.10
					Vendor Total:	\$142.10
EPIC AVIATION LLC	6968768	JET FUEL	\$15,871.40	77725200-58401	AVIATION FUEL	\$15,871.40
					Vendor Total:	\$15,871.40
FASTENAL	CAUKA25539	EQUIPMENT PARTS	\$12.20	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$12.20
	CAUKA25956	EQUIPMENT PARTS	\$25.87	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$25.87
					Vendor Total:	\$38.07
FRIEDMANS HOME IMPROVEMENT	35903854	MISC ITEMS AS NEEDED	\$9.21	10022100-59400	BAD DEBT EXPENSE	\$0.05
				10022100-59400	BAD DEBT EXPENSE	\$9.21
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.05)
	35903467	MISC ITEMS AS NEEDED	\$36.09	10022100-59400	BAD DEBT EXPENSE	\$0.17
				10022100-59400	BAD DEBT EXPENSE	\$36.09
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.17)
	35894256	MISC ITEMS AS NEEDED	\$38.84	10022100-59400	BAD DEBT EXPENSE	\$0.18
				10022100-59400	BAD DEBT EXPENSE	\$38.84
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.18)
	35877820	MISC ITEMS AS NEEDED	\$57.21	20822500-56300	BUILDING MAINT. & REPAIR	\$0.27
				20822500-56300	BUILDING MAINT. & REPAIR	\$57.21
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.27)
	35900982	MISC ITEMS AS NEEDED	\$98.64	20822500-56300	BUILDING MAINT. & REPAIR	\$0.46
				20822500-56300	BUILDING MAINT. & REPAIR	\$98.64

List of Checks Presented for Approval on 5/12/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	35900982	MISC ITEMS AS NEEDED	\$98.64	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.46)
	35902513	MISC ITEMS AS NEEDED	\$113.84	20822500-56300	BUILDING MAINT. & REPAIR	\$0.53
				20822500-56300	BUILDING MAINT. & REPAIR	\$113.84
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.53)
	35905347	MISC ITEMS AS NEEDED	\$135.10	20822500-56300	BUILDING MAINT. & REPAIR	\$0.63
				20822500-56300	BUILDING MAINT. & REPAIR	\$135.10
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.63)
	35886263	MISC ITEMS AS NEEDED	\$164.30	20822500-56300	BUILDING MAINT. & REPAIR	\$0.77
				20822500-56300	BUILDING MAINT. & REPAIR	\$164.30
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.77)
	35902518	MISC ITEMS AS NEEDED	\$331.39	20822500-56300	BUILDING MAINT. & REPAIR	\$1.54
				20822500-56300	BUILDING MAINT. & REPAIR	\$331.39
				90000000-23028	MEASURE Y DISTRICT TAX	(\$1.54)
	35885858	MISC ITEMS AS NEEDED	\$390.18	20822500-56300	BUILDING MAINT. & REPAIR	\$1.81
				20822500-56300	BUILDING MAINT. & REPAIR	\$390.18
				90000000-23028	MEASURE Y DISTRICT TAX	(\$1.81)
	35903868	MISC ITEMS AS NEEDED	\$34.82	77725200-56300	BUILDING MAINT. & REPAIR	\$0.17
				77725200-56300	BUILDING MAINT. & REPAIR	\$34.82
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.17)
	35884834	MISC ITEMS AS NEEDED	\$147.42	77725200-56300	BUILDING MAINT. & REPAIR	\$0.69
				77725200-56300	BUILDING MAINT. & REPAIR	\$147.42
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.69)

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	35893108	MISC ITEMS AS NEEDED	\$172.65	77725200-56300	BUILDING MAINT. & REPAIR	\$0.80
				77725200-56300	BUILDING MAINT. & REPAIR	\$172.65
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.80)
	35899795	MISC ITEMS AS NEEDED	\$13.88	82024411-56300	BUILDING MAINT. & REPAIR	\$0.07
				82024411-56300	BUILDING MAINT. & REPAIR	\$13.88
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.07)
	35906096	MISC ITEMS AS NEEDED	\$26.66	82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$0.13
				82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$26.66
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.13)
	35877646	MISC ITEMS AS NEEDED	\$50.29	82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$0.24
				82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$50.29
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.24)
	35902230	MISC ITEMS AS NEEDED	\$5.31	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$0.03
				84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$5.31
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.03)
	35904873	MISC ITEMS AS NEEDED	\$16.52	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$0.08
				84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$16.52
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.08)
	35893825	MISC ITEMS AS NEEDED	\$13.78	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$0.07
				20324100-56112	EQUIPMENT PARTS FOR RESALE	\$13.78
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.07)

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	35878904	MISC ITEMS AS NEEDED	(\$38.41)	90000000-23028	MEASURE Y DISTRICT TAX	\$0.18
				10022100-54100	SUPPLIES	(\$38.41)
				10022100-54100	SUPPLIES	(\$0.18)
	35900537	MISC ITEMS AS NEEDED	(\$13.96)	90000000-23028	MEASURE Y DISTRICT TAX	\$0.07
				10024220-54124	PW - CONCRETE/SUPPLIES	(\$13.96)
				10024220-54124	PW - CONCRETE/SUPPLIES	(\$0.07)
	35887975	MISC ITEMS AS NEEDED	\$3.80	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.02)
				10022832-54100	SUPPLIES	\$0.02
				10022832-54100	SUPPLIES	\$3.80
	35894466	MISC ITEMS AS NEEDED	\$4.61	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.03)
				82024414-54100	SUPPLIES	\$0.03
				82024414-54100	SUPPLIES	\$4.61
	35904862	MISC ITEMS AS NEEDED	\$5.02	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.03)
				80026200-54100	SUPPLIES	\$0.03
				80026200-54100	SUPPLIES	\$5.02
	35891296	MISC ITEMS AS NEEDED	\$7.27	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.04)
				82024414-54100	SUPPLIES	\$0.04
				82024414-54100	SUPPLIES	\$7.27
	35900222	MISC ITEMS AS NEEDED	\$7.36	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.04)
				82024414-54100	SUPPLIES	\$0.04
				82024414-54100	SUPPLIES	\$7.36
	35902115	MISC ITEMS AS NEEDED	\$7.71	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.04)

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	35902115	MISC ITEMS AS NEEDED	\$7.71	82024414-54100	SUPPLIES	\$0.04
				82024414-54100	SUPPLIES	\$7.71
	35893940	MISC ITEMS AS NEEDED	\$7.72	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.04)
				10022100-54100	SUPPLIES	\$0.04
				10022100-54100	SUPPLIES	\$7.72
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.05)
	35895990	MISC ITEMS AS NEEDED	\$10.63	10022100-54100	SUPPLIES	\$0.05
				10022100-54100	SUPPLIES	\$10.63
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.06)
	35878695	MISC ITEMS AS NEEDED	\$12.90	80026120-54100	SUPPLIES	\$0.06
				80026120-54100	SUPPLIES	\$12.90
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.06)
	35894352	MISC ITEMS AS NEEDED	\$13.03	82024414-54100	SUPPLIES	\$0.06
				82024414-54100	SUPPLIES	\$13.03
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.07)
	35894280	MISC ITEMS AS NEEDED	\$13.24	80026330-54100	SUPPLIES	\$0.07
				80026330-54100	SUPPLIES	\$13.24
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.07)
	35885798	MISC ITEMS AS NEEDED	\$13.55	84024425-54100	SUPPLIES	\$0.07
				84024425-54100	SUPPLIES	\$13.55
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.07)
	35900546	MISC ITEMS AS NEEDED	\$13.96	10024220-54124	PW - CONCRETE/SUPPLIES	\$0.07

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	35900546	MISC ITEMS AS NEEDED	\$13.96	10024220-54124	PW - CONCRETE/SUPPLIES	\$13.96
	35885357	MISC ITEMS AS NEEDED	\$13.98	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.07)
				10022100-54100	SUPPLIES	\$0.07
				10022100-54100	SUPPLIES	\$13.98
	35886502	MISC ITEMS AS NEEDED	\$14.64	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.07)
				80026110-54100	SUPPLIES	\$0.07
				80026110-54100	SUPPLIES	\$14.64
	35894493	MISC ITEMS AS NEEDED	\$15.04	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.07)
				10024220-54100	SUPPLIES	\$0.07
				10024220-54100	SUPPLIES	\$15.04
	35900930	MISC ITEMS AS NEEDED	\$15.32	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.08)
				82024414-54100	SUPPLIES	\$0.08
				82024414-54100	SUPPLIES	\$15.32
	35885218	MISC ITEMS AS NEEDED	\$15.97	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.08)
				10022100-54100	SUPPLIES	\$0.08
				10022100-54100	SUPPLIES	\$15.97
	35894336	MISC ITEMS AS NEEDED	\$16.73	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.08)
				82024414-54100	SUPPLIES	\$0.08
				82024414-54100	SUPPLIES	\$16.73
	35900910	MISC ITEMS AS NEEDED	\$18.18	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.09)
				82024414-54100	SUPPLIES	\$0.09
				82024414-54100	SUPPLIES	\$18.18

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	35900497	MISC ITEMS AS NEEDED	\$18.43	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.09)
				82024414-54100	SUPPLIES	\$0.09
				82024414-54100	SUPPLIES	\$18.43
	35892385	MISC ITEMS AS NEEDED	\$18.60	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.09)
				10022100-54100	SUPPLIES	\$0.09
				10022100-54100	SUPPLIES	\$18.60
	35885710	MISC ITEMS AS NEEDED	\$19.02	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.09)
				84024421-54100	SUPPLIES	\$0.09
				84024421-54100	SUPPLIES	\$19.02
	35884272	MISC ITEMS AS NEEDED	\$19.46	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.09)
				82024414-54100	SUPPLIES	\$0.09
				82024414-54100	SUPPLIES	\$19.46
	35878745	MISC ITEMS AS NEEDED	\$20.52	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.10)
				10024220-54102	SMALL TOOLS	\$0.10
				10024220-54102	SMALL TOOLS	\$20.52
	35884622	MISC ITEMS AS NEEDED	\$20.98	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.10)
				82024414-54100	SUPPLIES	\$0.10
				82024414-54100	SUPPLIES	\$20.98
	5886357	MISC ITEMS AS NEEDED	\$21.24	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.10)
				80026120-54100	SUPPLIES	\$0.10
				80026120-54100	SUPPLIES	\$21.24
	35880348	MISC ITEMS AS NEEDED	\$22.65	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.11)

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	35880348	MISC ITEMS AS NEEDED	\$22.65	84024421-54100	SUPPLIES	\$0.11
				84024421-54100	SUPPLIES	\$22.65
	35896203	MISC ITEMS AS NEEDED	\$25.37	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.12)
				10022100-54100	SUPPLIES	\$0.12
				10022100-54100	SUPPLIES	\$25.37
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.14)
	35888745	MISC ITEMS AS NEEDED	\$28.39	10024220-54100	SUPPLIES	\$0.14
				10024220-54100	SUPPLIES	\$28.39
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.14)
				80026110-54100	SUPPLIES	\$0.14
	35885905	MISC ITEMS AS NEEDED	\$29.64	80026110-54100	SUPPLIES	\$29.64
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.14)
				80026110-54100	SUPPLIES	\$0.14
				80026110-54100	SUPPLIES	\$29.64
	35884131	MISC ITEMS AS NEEDED	\$30.06	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.14)
				82024414-54100	SUPPLIES	\$0.14
				82024414-54100	SUPPLIES	\$30.06
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.15)
	35880954	MISC ITEMS AS NEEDED	\$30.71	10022100-54100	SUPPLIES	\$0.15
				10022100-54100	SUPPLIES	\$30.71
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.15)
				82024414-54100	SUPPLIES	\$0.15
	35884036	MISC ITEMS AS NEEDED	\$31.45	82024414-54100	SUPPLIES	\$31.45
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.15)
				82024414-54100	SUPPLIES	\$0.15
				82024414-54100	SUPPLIES	\$31.45
	35879915	MISC ITEMS AS NEEDED	\$31.56	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.15)
				10022100-54100	SUPPLIES	\$0.15

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	35879915	MISC ITEMS AS NEEDED	\$31.56	10022100-54100	SUPPLIES	\$31.56
	35878890	MISC ITEMS AS NEEDED	\$31.84	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.15)
				10022100-54100	SUPPLIES	\$0.15
				10022100-54100	SUPPLIES	\$31.84
	35884189	MISC ITEMS AS NEEDED	\$32.04	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.15)
				84024425-54102	SMALL TOOLS	\$0.15
				84024425-54102	SMALL TOOLS	\$32.04
	35895241	MISC ITEMS AS NEEDED	\$36.30	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.17)
				80026330-54100	SUPPLIES	\$0.17
				80026330-54100	SUPPLIES	\$36.30
	35902130	MISC ITEMS AS NEEDED	\$36.74	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.17)
				84024421-54100	SUPPLIES	\$0.17
				84024421-54100	SUPPLIES	\$36.74
	35899763	MISC ITEMS AS NEEDED	\$41.28	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.20)
				10022100-54100	SUPPLIES	\$0.20
				10022100-54100	SUPPLIES	\$41.28
	35879947	MISC ITEMS AS NEEDED	\$42.09	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.20)
				10022100-54100	SUPPLIES	\$0.20
				10022100-54100	SUPPLIES	\$42.09
	35893073	MISC ITEMS AS NEEDED	\$43.88	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.21)
				82024414-54100	SUPPLIES	\$0.21
				82024414-54100	SUPPLIES	\$43.88

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	35888765	MISC ITEMS AS NEEDED	\$44.42	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.21)
				10024220-54100	SUPPLIES	\$0.21
				10024220-54100	SUPPLIES	\$44.42
	35879270	MISC ITEMS AS NEEDED	\$44.92	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.21)
				20324100-58510	REIMBRASABLE JOBS	\$0.21
				20324100-58510	REIMBRASABLE JOBS	\$44.92
	35902764	MISC ITEMS AS NEEDED	\$45.11	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.21)
				82024414-54102	SMALL TOOLS	\$0.21
				82024414-54102	SMALL TOOLS	\$45.11
	35902526	MISC ITEMS AS NEEDED	\$46.74	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.22)
				10022100-54100	SUPPLIES	\$0.22
				10022100-54100	SUPPLIES	\$46.74
	35896190	MISC ITEMS AS NEEDED	\$48.41	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.23)
				10022100-54100	SUPPLIES	\$0.23
				10022100-54100	SUPPLIES	\$48.41
	35900277	MISC ITEMS AS NEEDED	\$49.76	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.23)
				10024220-54124	PW - CONCRETE/SUPPLIES	\$0.23
				10024220-54124	PW - CONCRETE/SUPPLIES	\$49.76
	35888520	MISC ITEMS AS NEEDED	\$51.65	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.24)
				10022100-54100	SUPPLIES	\$0.24
				10022100-54100	SUPPLIES	\$51.65
	35902730	MISC ITEMS AS NEEDED	\$67.12	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.32)

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	35902730	MISC ITEMS AS NEEDED	\$67.12	80026200-54100	SUPPLIES	\$0.32
				80026200-54100	SUPPLIES	\$67.12
	35889241	MISC ITEMS AS NEEDED	\$69.43	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.33)
				20822500-54100	SUPPLIES	\$0.33
				20822500-54100	SUPPLIES	\$69.43
	35891356	MISC ITEMS AS NEEDED	\$72.72	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.34)
				84024421-54102	SMALL TOOLS	\$0.34
				84024421-54102	SMALL TOOLS	\$72.72
	35893673	MISC ITEMS AS NEEDED	\$76.43	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.36)
				82024414-54100	SUPPLIES	\$0.36
				82024414-54100	SUPPLIES	\$76.43
	35877966	MISC ITEMS AS NEEDED	\$86.13	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.40)
				10022100-54100	SUPPLIES	\$0.40
				10022100-54100	SUPPLIES	\$86.13
	35904402	MISC ITEMS AS NEEDED	\$86.76	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.41)
				82024414-54100	SUPPLIES	\$0.41
				82024414-54100	SUPPLIES	\$86.76
	35892668	MISC ITEMS AS NEEDED	\$105.92	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.49)
				10024220-54100	SUPPLIES	\$0.49
				10024220-54100	SUPPLIES	\$105.92
	35888466	MISC ITEMS AS NEEDED	\$115.08	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.54)
				82024414-54100	SUPPLIES	\$0.54

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	35888466	MISC ITEMS AS NEEDED	\$115.08	82024414-54100	SUPPLIES	\$115.08
	35902202	MISC ITEMS AS NEEDED	\$117.49	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.55)
				10022100-54100	SUPPLIES	\$0.55
				10022100-54100	SUPPLIES	\$117.49
	35884881	MISC ITEMS AS NEEDED	\$117.68	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.55)
				84024421-54102	SMALL TOOLS	\$0.55
				84024421-54102	SMALL TOOLS	\$117.68
	35901782	MISC ITEMS AS NEEDED	\$120.94	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.56)
				80026110-54100	SUPPLIES	\$0.56
				80026110-54100	SUPPLIES	\$120.94
	35885763	MISC ITEMS AS NEEDED	\$145.63	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.68)
				82024414-54102	SMALL TOOLS	\$0.68
				82024414-54102	SMALL TOOLS	\$145.63
	35895590	MISC ITEMS AS NEEDED	\$148.82	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.69)
				80026120-54100	SUPPLIES	\$0.69
				80026120-54100	SUPPLIES	\$148.82
	35900328	MISC ITEMS AS NEEDED	\$168.29	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.78)
				10024220-54100	SUPPLIES	\$0.78
				10024220-54100	SUPPLIES	\$168.29
	35902676	MISC ITEMS AS NEEDED	\$168.67	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.79)
				82024414-54100	SUPPLIES	\$0.79
				82024414-54100	SUPPLIES	\$168.67

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	35892956	MISC ITEMS AS NEEDED	\$301.31	90000000-23028	MEASURE Y DISTRICT TAX	(\$1.40)
				84024425-54100	SUPPLIES	\$1.40
				84024425-54100	SUPPLIES	\$301.31
	35876434	MISC ITEMS AS NEEDED	\$387.24	90000000-23028	MEASURE Y DISTRICT TAX	(\$1.78)
				84024421-54100	SUPPLIES	\$1.78
				84024421-54100	SUPPLIES	\$387.24
	35905164	MISC ITEMS AS NEEDED	\$402.23	90000000-23028	MEASURE Y DISTRICT TAX	(\$1.87)
				10024220-54102	SMALL TOOLS	\$1.87
				10024220-54102	SMALL TOOLS	\$402.23
	35900128	MISC ITEMS AS NEEDED	\$470.34	90000000-23028	MEASURE Y DISTRICT TAX	(\$2.18)
				84024421-54102	SMALL TOOLS	\$2.18
				84024421-54102	SMALL TOOLS	\$470.34
	Vendor Total:					\$6,225.91
GARTON TRACTOR INC	CU29457	PARTS AS NEEDED	\$57.76	10024220-56130	EXTERNAL SERVICES	\$57.76
				Vendor Total:		\$57.76
GCR TIRES & SERVICES	851-37049	TIRES, TUBES, REPAIRS & LABOR	\$348.16	10520210-56130	EXTERNAL SERVICES	\$348.16
	851-37269	TIRES, TUBES, REPAIRS & LABOR	\$449.66	10520210-56130	EXTERNAL SERVICES	\$449.66
	851-37209	TIRES, TUBES, REPAIRS & LABOR	\$812.39	10520224-56130	EXTERNAL SERVICES	\$812.39
	851-37107	TIRES, TUBES, REPAIRS & LABOR	\$792.78	10521210-56130	EXTERNAL SERVICES	\$792.78
	851-37174	TIRES, TUBES, REPAIRS & LABOR	\$732.76	82024414-56130	EXTERNAL SERVICES	\$732.76
	Vendor Total:					\$3,135.75

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
GENERAL PACIFIC INC	1280642	PARTS AS NEEDED	\$70.81	80000000-12104	INVENTORY - PURCHASES	\$70.81
	1280569	PARTS AS NEEDED	\$471.19	80000000-12104	INVENTORY - PURCHASES	\$471.19
	1272469	TOOLS AND ACCESSORIES	(\$560.09)	80026200-54100	SUPPLIES	(\$560.09)
	1281185	PARTS AS NEEDED	\$589.56	80026200-54100	SUPPLIES	\$589.56
Vendor Total:						\$571.47
GENERAL SERVICES AGENCY	MAY 17	SPANISH MTN SUBLEASE MO RENT-N	\$50.00	20620231-52100	CONTRACTED SERVICES	\$50.00
	20173-4	SLA AGREEMENT	\$1,079.64	20620231-52100	CONTRACTED SERVICES	\$1,079.64
Vendor Total:						\$1,129.64
GERALD B DAVIDSON	DV050217	REGISTRATION	\$250.00	82024411-57100	CONFERENCE & TRAINING	\$250.00
Vendor Total:						\$250.00
GHD INC	80377	DESIGN OF WELL #9	\$13,986.50	82024410-52100	CONTRACTED SERVICES	\$13,986.50
Vendor Total:						\$13,986.50
GRAINGER INC	9425208064	VOLTAGE TESTER	\$102.22	82024411-54102	SMALL TOOLS	\$102.22
Vendor Total:						\$102.22
INTEGRITY SHRED	68703	DOCUMENT SHREDDING	\$28.50	20513300-52100	CONTRACTED SERVICES	\$28.50
	69180	DOCUMENT SHREDDING	\$28.50	20513300-52100	CONTRACTED SERVICES	\$28.50
	67825	DOCUMENT SHREDDING	\$57.00	20513300-52100	CONTRACTED SERVICES	\$57.00
	69179	DOCUMENT SHREDDING	\$57.00	10520210-54100	SUPPLIES	\$28.50
				20620231-54100	SUPPLIES	\$28.50
Vendor Total:						\$171.00

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
INTERCOUNTY MECHANICAL & ELECTRICAL INC	5654-B	BUILDING MAINTENANCE, INSTALLA	\$13,000.00	77725200-56300	BUILDING MAINT. & REPAIR	\$13,000.00
					Vendor Total:	\$13,000.00
INTERSTATE BATTERIES	358861	BATTERY	\$107.77	10521210-56130	EXTERNAL SERVICES	\$107.77
					Vendor Total:	\$107.77
J & M LOCK	34146	DUPLICATE KEYS, REPAIRS & MISC	\$24.38	20822500-56300	BUILDING MAINT. & REPAIR	\$24.38
	34124	DUPLICATE KEYS, REPAIRS & MISC	\$281.02	20822500-56300	BUILDING MAINT. & REPAIR	\$281.02
	33173	DUPLICATE KEYS, REPAIRS & MISC	\$74.57	73022600-56300	BUILDING MAINT. & REPAIR	\$74.57
					Vendor Total:	\$379.97
JACK HENRY & ASSOCIATES INC	2501007	AUTOMATED REMITTANCE PROCESSIN	\$1,285.40	20513300-52100	CONTRACTED SERVICES	\$1,285.40
	2496141	AUTOMATED REMITTANCE PROCESSIN	\$4,260.00	20513300-52100	CONTRACTED SERVICES	\$4,260.00
	2495842	AUTOMATED REMITTANCE PROCESSIN	\$15,800.00	20513300-52100	CONTRACTED SERVICES	\$15,800.00
					Vendor Total:	\$21,345.40
JM SQUARED & ASSOC INC	117-7183	PARTS	\$4,683.03	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$4,683.03
					Vendor Total:	\$4,683.03
JOHN'S LOCK & SAFE	7719	MISC LOCK & KEYSERVICES AS NEE	\$25.16	10024220-56130	EXTERNAL SERVICES	\$25.16
					Vendor Total:	\$25.16
JULIE WEBB	DV042817	EMP REIMBURSEMENT-UMPIRE CLICKERS	\$12.97	10022832-54100	SUPPLIES	\$12.97
					Vendor Total:	\$12.97
JUSTIN WYATT	TR040817	TRAVEL REIMBURSEMENT	\$39.97	10520210-57100	CONFERENCE & TRAINING	\$39.97
					Vendor Total:	\$39.97

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
KATIE MASON	TR 4/26-27/17	TRAVEL REIMBURSEMENT	\$158.40	20620232-57100	CONFERENCE & TRAINING	\$158.40
					Vendor Total:	\$158.40
KELLY-MOORE PAINT COMPANY INC	910-00000259923	MISCELLANEOUS PURCHASES AS REQ	\$201.19	10024220-54125	PW - TRAFFIC PAINT	\$201.19
	910-00000259100	MISCELLANEOUS PURCHASES AS REQ	\$186.78	10022300-54106	SPECIALTY SUPPLIES	\$186.78
					Vendor Total:	\$387.97
LA MARCHE MANUFACTURING CO INC	124284	PARTS AS NEEDED	\$587.55	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$587.55
					Vendor Total:	\$587.55
LARRY WALKER ASSOCIATES INC	00564-02-2	APPLICATION PREPARATION (NPDES)	\$7,447.50	84024425-52114	COMPLIANCE STUDIES	\$7,447.50
					Vendor Total:	\$7,447.50
LEXIS NEXIS RISK SOLUTIONS	1410964-20170430	LEXIS NEXIS LE PLUS SEARCHING	\$104.90	10520210-54202	MAJOR CRIME INVESTIGATIONS	\$104.90
					Vendor Total:	\$104.90
MARK CLEMENTI PHD	4-19-17	EXAM	\$1,370.00	10520210-52100	CONTRACTED SERVICES	\$1,370.00
					Vendor Total:	\$1,370.00
MEL GRANDI	DV050517	EMP REIMBURSEMENT	\$29.68	80026400-54100	SUPPLIES	\$29.68
					Vendor Total:	\$29.68
MENDOCINO COUNTY YOUTH PROJECT	DV050217	17/18 ANNUAL DONATION-MENDO CNTY YOUTH ACTION PROJ	\$1,500.00	63320210-52100	CONTRACTED SERVICES	\$1,500.00
					Vendor Total:	\$1,500.00
MOTOROLA SOLUTIONS INC	131587436	BATTERIES	\$442.17	10520210-54100	SUPPLIES	\$442.17
					Vendor Total:	\$442.17

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
NATIONAL AIR TRANSPORTATION ASSOCIATION	019830	ONLINE TRAINING	\$179.90	77725200-57100	CONFERENCE & TRAINING	\$179.90
				Vendor Total:		\$179.90
NOR-CAL RECYCLED ROCK & AGGREGATES INC	13033	MISC ROCK & ROAD PATCH MATERIA	\$381.07	90000000-23028	MEASURE Y DISTRICT TAX	(\$1.08)
				82024414-54100	SUPPLIES	\$1.08
				82024414-54100	SUPPLIES	\$381.07
	13034	MISC ROCK & ROAD PATCH MATERIA	\$566.75	90000000-23028	MEASURE Y DISTRICT TAX	(\$2.05)
				10024220-54124	PW - CONCRETE/SUPPLIES	\$2.05
				10024220-54124	PW - CONCRETE/SUPPLIES	\$566.75
	Vendor Total:		\$947.82			
OFFICE DEPOT	919262897001	OFFICE SUPPLIES, MISCELLANEOUS	\$1,300.07	10012200-54100	SUPPLIES	\$1,300.07
	919833281001	OFFICE SUPPLIES, MISCELLANEOUS	\$41.59	10013400-54100	SUPPLIES	\$41.59
	919338244001	OFFICE SUPPLIES, MISCELLANEOUS	\$9.40	10022810-54100	SUPPLIES	\$9.40
	919338125001	OFFICE SUPPLIES, MISCELLANEOUS	\$18.65	10022810-54100	SUPPLIES	\$18.65
	920760745001	OFFICE SUPPLIES, MISCELLANEOUS	\$27.59	10022810-54100	SUPPLIES	\$27.59
	922819027001	OFFICE SUPPLIES, MISCELLANEOUS	\$48.90	10022810-54100	SUPPLIES	\$48.90
	919752593001	OFFICE SUPPLIES, MISCELLANEOUS	\$250.71	10022810-54100	SUPPLIES	\$250.71
	922627004001	OFFICE SUPPLIES, MISCELLANEOUS	\$19.49	10023100-54100	SUPPLIES	\$19.49
	916912232001	OFFICE SUPPLIES, MISCELLANEOUS	\$23.29	10023100-54100	SUPPLIES	\$23.29
	922627668001	OFFICE SUPPLIES, MISCELLANEOUS	\$30.78	10023100-54100	SUPPLIES	\$30.78

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
OFFICE DEPOT	922627669001	OFFICE SUPPLIES, MISCELLANEOUS	\$127.62	10023100-54100	SUPPLIES	\$127.62
	918958711001	OFFICE SUPPLIES, MISCELLANEOUS	\$27.96	10024210-54100	SUPPLIES	\$27.96
	923130471001	OFFICE SUPPLIES, MISCELLANEOUS	\$676.10	20620231-54100	SUPPLIES	\$676.10
	918803727001	OFFICE SUPPLIES, MISCELLANEOUS	\$11.90	64020213-54100	SUPPLIES	\$11.90
	920020724001	OFFICE SUPPLIES, MISCELLANEOUS	\$13.21	64020213-54100	SUPPLIES	\$13.21
	918803726001	OFFICE SUPPLIES, MISCELLANEOUS	\$17.21	64020213-54100	SUPPLIES	\$17.21
	923817706001	OFFICE SUPPLIES, MISCELLANEOUS	\$30.74	64020213-54100	SUPPLIES	\$30.74
	923117289001	OFFICE SUPPLIES, MISCELLANEOUS	\$48.75	64020213-54100	SUPPLIES	\$48.75
	918073216001	OFFICE SUPPLIES, MISCELLANEOUS	\$51.33	64020213-54100	SUPPLIES	\$51.33
	922146472001	OFFICE SUPPLIES, MISCELLANEOUS	\$82.35	64020213-54100	SUPPLIES	\$82.35
	920020623001	OFFICE SUPPLIES, MISCELLANEOUS	\$86.35	64020213-54100	SUPPLIES	\$86.35
	918803544001	OFFICE SUPPLIES, MISCELLANEOUS	\$93.46	64020213-54100	SUPPLIES	\$93.46
	920892791001	OFFICE SUPPLIES, MISCELLANEOUS	\$199.04	64020213-54100	SUPPLIES	\$199.04
	922408028001	OFFICE SUPPLIES, MISCELLANEOUS	\$289.35	80026120-54100	SUPPLIES	\$289.35
	920399911001	OFFICE SUPPLIES, MISCELLANEOUS	\$603.97	80026330-54100	SUPPLIES	\$603.97
	921941074001	OFFICE SUPPLIES, MISCELLANEOUS	\$174.21	80026400-54100	SUPPLIES	\$174.21
Vendor Total: -----						\$4,304.02
ONE TIME PAY VENDOR	DV41017	REFUND BUILDING PERMIT FEES	\$171.34	10023300-42210	BUILDING PERMITS	\$139.03
				90000000-23027	BUILDING STDS ADMIN SPEC FD	\$1.00
				90000000-23234	GENERAL PLAN UPDATE FEES	\$20.85

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ONE TIME PAY VENDOR	DV41017	REFUND BUILDING PERMIT FEES	\$171.34	90000000-23005	STRONG MOTION INSTR. PROG.	\$0.73
				10023300-42212	TECH & RECORDS SURCHARGE	\$4.17
				10023300-42211	TRAIN & CERTIFICATION SURCHRG	\$5.56
	DV050517	REFUND FOR REC CLASSES	\$200.00	10022800-44915	RECREATION PROGRAM INCOME	\$200.00
	105271-1	UTILITY REFUND	\$16.89	90100000-10421	UTILITY RECEIVABLES CLEARING	\$16.89
	Vendor Total:					\$388.23
	ONLINE INFORMATION SRVS INC	781831	UTILITY EXCHANGE REPORTING FY	\$208.92	20513300-52100	CONTRACTED SERVICES
	769524	UTILITY EXCHANGE REPORTING FY	\$217.71	20513300-52100	CONTRACTED SERVICES	\$217.71
	775607	UTILITY EXCHANGE REPORTING FY	\$223.35	20513300-52100	CONTRACTED SERVICES	\$223.35
Vendor Total:					\$649.98	
OREILLY AUTO PARTS	2707-314467	TEMP SENDER	\$49.61	20324100-58510	REIMBRASABLE JOBS	\$49.61
Vendor Total:					\$49.61	
OSMOSE UTILITIES SERVICES INC	750-0000727	O-CALC PRO SOFTWARE LICENSE	\$3,347.96	80026110-54100	SUPPLIES	\$3,347.96
Vendor Total:					\$3,347.96	
PACE SUPPLY CORPORATION	023847025	MISCELLANEOUS ITEMS AS NEEDED	\$7.29	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$7.29
	023846942	MISCELLANEOUS ITEMS AS NEEDED	\$26.44	82024414-54100	SUPPLIES	\$26.44
Vendor Total:					\$33.73	
PFM ASSET MANAGEMENT LLC	75870	FINANCIAL ADVISORY SERVICES	\$5,156.09	10015100-52100	CONTRACTED SERVICES	\$5,156.09
Vendor Total:					\$5,156.09	

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
PG&E CO	MAY17	GAS AND ELECTRIC SERVICES FOR ARRC	\$2,334.61	31122870-55210	UTILITIES	\$2,334.61
					Vendor Total:	\$2,334.61
PHILLIPS SEABROOK ASSOCIATES	7397	STRUCT ENGNG/PLAN CHCK/SUBSTIT	\$195.00	10023320-52100	CONTRACTED SERVICES	\$195.00
					Vendor Total:	\$195.00
POWER INDUSTRIES INC	727094	SEAL GRIP PUMP	\$20.90	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$20.90
	729741	SPEED SHEAVE	\$2,215.20	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$10.05
				84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$2,215.20
				90000000-23028	MEASURE Y DISTRICT TAX	(\$10.05)
					Vendor Total:	\$2,236.10
RAINBOW AGRICULTURAL SERVICES	5412176-00	PARTS & MISC SUPPLIES AS NEEDE	\$8.12	10024220-56110	CITY GARAGE - PARTS	\$8.12
	5407971-00	PARTS & MISC SUPPLIES AS NEEDE	\$77.04	10024220-56130	EXTERNAL SERVICES	\$77.04
	5401336-00	PARTS & MISC SUPPLIES AS NEEDE	\$31.81	82024414-56130	EXTERNAL SERVICES	\$31.81
	5404187-00	PARTS & MISC SUPPLIES AS NEEDE	\$134.31	82024414-56130	EXTERNAL SERVICES	\$134.31
	5399040-00	PARTS & MISC SUPPLIES AS NEEDE	\$193.08	82024414-56130	EXTERNAL SERVICES	\$96.54
				84024421-56130	EXTERNAL SERVICES	\$96.54
	5403826-00	PARTS & MISC SUPPLIES AS NEEDE	\$27.08	84024421-56130	EXTERNAL SERVICES	\$27.08
	5415738-00	PARTS & MISC SUPPLIES AS NEEDE	\$45.44	10022100-56210	FUEL & FLUIDS	\$45.44
	5419292-00	PARTS & MISC SUPPLIES AS NEEDE	\$55.41	10024220-54120	PW - SPECIAL SUPPLIES	\$55.41
	5394738-00	PARTS & MISC SUPPLIES AS NEEDE	\$825.11	10022100-54102	SMALL TOOLS	\$825.11

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
RAINBOW AGRICULTURAL SERVICES	5416664-00	PARTS & MISC SUPPLIES AS NEEDE	\$21.66	10022100-54100	SUPPLIES	\$21.66
	5407643-00	PARTS & MISC SUPPLIES AS NEEDE	\$30.17	10520210-54100	SUPPLIES	\$30.17
	5410765-00	PARTS & MISC SUPPLIES AS NEEDE	\$43.34	10520210-54100	SUPPLIES	\$43.34
	5415767-00	PARTS & MISC SUPPLIES AS NEEDE	\$43.34	10520210-54100	SUPPLIES	\$43.34
	5411616-00	PARTS & MISC SUPPLIES AS NEEDE	\$54.17	10520210-54100	SUPPLIES	\$54.17
	5411816-00	PARTS & MISC SUPPLIES AS NEEDE	\$62.84	10520210-54100	SUPPLIES	\$62.84
	5405517-00	PARTS & MISC SUPPLIES AS NEEDE	\$63.64	10520210-54100	SUPPLIES	\$63.64
	5400851-00	PARTS & MISC SUPPLIES AS NEEDE	\$58.26	70024500-54100	SUPPLIES	\$58.26
	5416593-00	PARTS & MISC SUPPLIES AS NEEDE	\$69.35	82024411-54100	SUPPLIES	\$69.35
	5407015-00	PARTS & MISC SUPPLIES AS NEEDE	\$75.48	82024411-54100	SUPPLIES	\$75.48
	5415134-00	PARTS & MISC SUPPLIES AS NEEDE	\$46.61	82024414-54100	SUPPLIES	\$46.61
Vendor Total:						\$1,966.26
REGAL PACIFIC AVIATION EQUIPMENT	20302	MONITOR CARTRIDGE	\$114.42	77725200-56130	EXTERNAL SERVICES	\$114.42
	Vendor Total:					\$114.42
RICHARD ANDERSON	2017-0428-1	AGREEMENT FOR PROF.SVC'S FOR W	\$2,500.00	20922900-52100	CONTRACTED SERVICES	\$2,500.00
	Vendor Total:					\$2,500.00
ROUND TABLE PIZZA	06-4909	CALL OUT MEAL	\$93.71	80026120-54100	SUPPLIES	\$93.71
	Vendor Total:					\$93.71
SCHAT'S BAKERY	STMT 04/30/17	PROVIDE MISCELLANOUS FOOD DISH	\$495.06	10024210-57100	CONFERENCE & TRAINING	\$11.04

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
SCHAT'S BAKERY	STMT 04/30/17	PROVIDE MISCELLANEOUS FOOD DISH	\$495.06	10024220-57100	CONFERENCE & TRAINING	\$11.04
				20324100-57100	CONFERENCE & TRAINING	\$4.79
				82024410-57100	CONFERENCE & TRAINING	\$15.52
				84024420-57100	CONFERENCE & TRAINING	\$17.31
				20620231-54100	SUPPLIES	\$193.45
				20620231-54100	SUPPLIES	\$241.91
				Vendor Total:		\$495.06
SHN CONSULTING ENGINEERS & GEOLOGISTS INC	91583	MATERIALS & COMPACTION TESTING	\$1,630.00	82224413-80230	INFRASTRUCTURE	\$1,630.00
	91738	DESIGN & CONST. MGMNT FOR ZONE	\$5,735.00	82224413-80230	INFRASTRUCTURE	\$5,735.00
	Vendor Total:		\$7,365.00			
SIERRA CHEMICAL	SLS 10046000	LIQ SODIUM HYPOCHLORITE	\$3,155.04	84024425-58202	CHEMICALS	\$3,155.04
	SLS/10045840	LIQ FERRIC CHLORIDE	\$6,782.23	84024425-58202	CHEMICALS	\$6,782.23
	Vendor Total:		\$9,937.27			
SLAM DUNK PIZZA	154324	CALL OUT MEAL	\$121.36	80026400-54100	SUPPLIES	\$121.36
	162486	STAFF MEETING LUNCH	\$124.63	80026400-54100	SUPPLIES	\$124.63
	Vendor Total:		\$245.99			
SNAP-ON INDUSTRIAL	ARV/32260181	PARTS	\$16.05	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.07)
				20324100-54102	SMALL TOOLS	\$0.07
				20324100-54102	SMALL TOOLS	\$16.05
	ARV/32350547	PARTS	\$308.96	20324100-54102	SMALL TOOLS	\$308.96

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
SNAP-ON INDUSTRIAL	ARV/32352490	PARTS	\$421.28	20324100-54102	SMALL TOOLS	\$421.28
					Vendor Total:	\$746.29
SOLID WASTES SYSTEMS INC	338392	MISCELLANEOUS DUMP FEES	\$124.66	20822500-56300	BUILDING MAINT. & REPAIR	\$6.15
				20822500-56300	BUILDING MAINT. & REPAIR	\$10.35
				10024220-54120	PW - SPECIAL SUPPLIES	\$17.50
				10024220-54120	PW - SPECIAL SUPPLIES	\$31.30
				10024220-54120	PW - SPECIAL SUPPLIES	\$31.80
				82024414-54100	SUPPLIES	\$10.60
				82024414-54100	SUPPLIES	\$16.96
	MARCH 17	RESIDENTIAL GARBAGE FEES	\$40,184.16	90200000-52170	UKIAH WASTE SOLUTIONS	\$40,184.16
					Vendor Total:	\$40,308.82
STATE OF CALIFORNIA	225093	FINGERPRINTING	\$526.00	10020000-44420	FINGERPRINT FEES	\$526.00
	231007	FINGERPRINTING & LIVESCAN REPORTS	\$32.00	10016100-54165	HR - NEW EMPLOYEE FINGERPRINT	\$32.00
					Vendor Total:	\$558.00
STATE WATER RESOURCES CONTROL BOARD	LW-1009919	LARGE WATER SYSTEM FEES	\$19,233.50	82024411-59101	FEES	\$19,233.50
					Vendor Total:	\$19,233.50
TAPESTRY FAMILY SERVICES	DV050217	CHILD ABUSE TREATMENT PROGRAM	\$7,682.00	63320210-52100	CONTRACTED SERVICES	\$7,682.00
					Vendor Total:	\$7,682.00
THE SACRAMENTO BEE	102962065-03122017	JOB CLASSIFICATION AD	\$708.12	80026400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$708.12
					Vendor Total:	\$708.12

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
THURSTON CHEVROLET	05012017	AUTOMOBILES, SCHOOL BUSES, SUV	\$27,500.00	10024210-80100	MACHINERY & EQUIPMENT	\$10,000.00
				82024414-80100	MACHINERY & EQUIPMENT	\$8,750.01
				84024420-80100	MACHINERY & EQUIPMENT	\$8,749.99
				Vendor Total:		\$27,500.00
TRACTOR SUPPLY CREDIT PLAN	188973	MISCELLANEOUS SUPPLIES AS NEED	\$92.11	82024411-56300	BUILDING MAINT. & REPAIR	\$92.11
	222957	MISCELLANEOUS SUPPLIES AS NEED	\$86.68	84024425-56130	EXTERNAL SERVICES	\$86.68
	187497	MISCELLANEOUS SUPPLIES AS NEED	\$82.34	84024425-54102	SMALL TOOLS	\$82.34
	334997	MISCELLANEOUS SUPPLIES AS NEED	\$12.98	10024220-54100	SUPPLIES	\$12.98
	186182	MISCELLANEOUS SUPPLIES AS NEED	\$65.00	84024421-54100	SUPPLIES	\$65.00
	Vendor Total:		\$339.11			
TRANSENE COMPANY INC	145423	POTASSIUM IODIDE	\$741.28	84024425-54100	SUPPLIES	\$741.28
						Vendor Total:
TUFTS POLYGRAPH & INVESTIGATION	2017-323(A)	POLYGRAPH AND INVESTIGATION SERVICES	\$650.00	10520210-52100	CONTRACTED SERVICES	\$650.00
	2017-324(A)	POLYGRAPH AND INVESTIGATION SERVICES	\$650.00	10520210-52100	CONTRACTED SERVICES	\$650.00
	Vendor Total:		\$1,300.00			
TURF STAR INC	6972046-00	MISCELLANEOUS PARTS AS NEEDED	\$108.19	10022100-56130	EXTERNAL SERVICES	\$108.19
						Vendor Total:
TYLER SCHAPMIRE	170512-TS	ADV DISABILITY PENSION PMT	\$1,490.59	90000000-10410	ACCOUNTS RECEIVABLE	\$1,490.59
Vendor Total:						\$1,490.59

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
UKIAH HIGH SCHOOL	DV050217	17/18 ATHLETIC EQUIPMENT PROGRAM	\$7,500.00	63320210-52100	CONTRACTED SERVICES	\$7,500.00
					Vendor Total:	\$7,500.00
UKIAH ROUND TREE GLASS	156587	CLEAR TABLE TOP FOR PLANNING	\$151.73	20822500-56300	BUILDING MAINT. & REPAIR	\$151.73
					Vendor Total:	\$151.73
UKIAH VALLEY ASSOCIATION FOR HABILITATION INC	IN19190	JANITORIAL SVCS-WWTP FY 16/17	\$640.00	84024425-52100	CONTRACTED SERVICES	\$640.00
					Vendor Total:	\$640.00
ULINE	86149526	KNIFE BOX CASES	\$66.90	10520210-54201	PRISONER EXPENSE	\$66.90
					Vendor Total:	\$66.90
UNITED SITE SERVICES	114-5215920	PORTABLE TOILET RENTAL	\$128.87	10022100-52100	CONTRACTED SERVICES	\$128.87
	114-5182260	PORTABLE TOILET RENTAL	\$166.81	10022100-52100	CONTRACTED SERVICES	\$166.81
	114-5182261	PORTABLE TOILET RENTAL	\$166.81	10022100-52100	CONTRACTED SERVICES	\$166.81
	114-5182262	PORTABLE TOILET RENTAL	\$136.32	80026330-52100	CONTRACTED SERVICES	\$136.32
					Vendor Total:	\$598.81
US POST OFFICE	DV050517	2017 SUMMER RECREATION GUIDE POSTAGE	\$2,500.00	10022850-54100	SUPPLIES	\$2,500.00
					Vendor Total:	\$2,500.00
UTILITY DESIGN SERVICES LLC	36	DESIGN, ENGINEERING & CONSULTAN	\$1,755.00	80026400-52100	CONTRACTED SERVICES	\$1,755.00
					Vendor Total:	\$1,755.00
WAGNER & BONSIGNORE	01-17-2110.5	EUD WATER RIGHTS REPORTING AND	\$120.00	80026330-52100	CONTRACTED SERVICES	\$120.00
	04-17-2110.0.1	EUD WATER RIGHTS REPORTING AND	\$1,863.75	80026330-52100	CONTRACTED SERVICES	\$1,863.75

List of Checks Presented for Approval on 5/12/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
WAGNER & BONSIGNORE	04-17-2110.0	ENG SVCS FOR WATER RIGHT PERMI	\$413.75	82024410-52100	CONTRACTED SERVICES	\$413.75
					Vendor Total:	\$2,397.50
WALK & BIKE MENDOCINO	DV050217	17/18 ANNUAL DONATION	\$7,500.00	63320210-52100	CONTRACTED SERVICES	\$7,500.00
					Vendor Total:	\$7,500.00
WESCO DISTRIBUTION INC	167212	ELECTRICAL EQUIPMENT AND SUPPL	\$37.58	80000000-12104	INVENTORY - PURCHASES	\$37.58
	164629	ELECTRICAL EQUIPMENT AND SUPPL	\$1,346.66	80000000-12104	INVENTORY - PURCHASES	\$1,346.66
					Vendor Total:	\$1,384.24
WILLOW COUNTY WATER DIST	40351.42117	WATER SERVICES FOR ARRC	\$20.00	31122870-55210	UTILITIES	\$20.00
	40353.42117	WATER SERVICES FOR ARRC	\$32.28	31122870-55210	UTILITIES	\$32.28
	81154.42117	WATER SERVICES FOR WWTP	\$30.60	84024425-58201	WATER PURCHASES	\$30.60
					Vendor Total:	\$82.88
WIPF CONSTRUCTION	0031	PARK, PLAYGROUND, RECREATIONAL	\$2,260.00	10022100-54100	SUPPLIES	\$2,260.00
					Vendor Total:	\$2,260.00
XEROX CORP	089044858	COPIER LEASE-SEE ADD'L DESCRIP	\$901.68	20822500-52100	CONTRACTED SERVICES	\$901.68
	089044853	COPIER LEASE-SEE ADD'L DESCRIP	\$923.04	20822500-52100	CONTRACTED SERVICES	\$923.04
	089044857	COPIER LEASE-SEE ADD'L DESCRIP	\$201.91	69122700-52100	CONTRACTED SERVICES	\$201.91
	089044856	COPIER LEASE-SEE ADD'L DESCRIP	\$318.60	73022600-52100	CONTRACTED SERVICES	\$318.60
	089044855	COPIER LEASE-SEE ADD'L DESCRIP	\$245.17	10520210-94500	LEASE PAYMENTS	\$134.85
				10521210-94500	LEASE PAYMENTS	\$85.81
				20620231-94500	LEASE PAYMENTS	\$12.26

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
XEROX CORP	089044855	COPIER LEASE-SEE ADD'L DESCRIP	\$245.17	64020213-94500	LEASE PAYMENTS	\$12.25
	089044854	COPIER LEASE-SEE ADD'L DESCRIP	\$482.05	10520210-94500	LEASE PAYMENTS	\$265.13
				10521210-94500	LEASE PAYMENTS	\$168.72
				20620231-94500	LEASE PAYMENTS	\$24.11
				64020213-94500	LEASE PAYMENTS	\$24.09
					Vendor Total:	\$3,072.45
INVOICE TOTAL:					\$449,916.70	

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
AT&T	9521946	TELEPHONE	\$4,998.66	10011100-55100	TELEPHONE	\$21.60
				10012100-55100	TELEPHONE	\$80.79
				10012200-55100	TELEPHONE	\$55.41
				10013400-55100	TELEPHONE	\$51.84
				10014000-55100	TELEPHONE	\$7.85
				10016100-55100	TELEPHONE	\$43.19
				10022100-55100	TELEPHONE	\$19.66
				10022300-55100	TELEPHONE	\$22.30
				10022810-55100	TELEPHONE	\$91.62
				10022840-55100	TELEPHONE	\$9.06
				10023100-55100	TELEPHONE	\$50.13
				10023320-55100	TELEPHONE	\$21.60
				10024210-55100	TELEPHONE	\$59.19
				10024220-55100	TELEPHONE	\$46.42
				10520210-55100	TELEPHONE	\$697.10
				10521210-55100	TELEPHONE	\$345.85
				20324100-55100	TELEPHONE	\$60.08
				20413500-55100	TELEPHONE	\$26.13
				20513300-55100	TELEPHONE	\$137.10
				20620231-55100	TELEPHONE	\$130.52
				20822500-55100	TELEPHONE	\$40.14
				20824300-55100	TELEPHONE	\$164.24
				20922900-55100	TELEPHONE	\$41.06

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
AT&T	9521946	TELEPHONE	\$4,998.66	64020213-55100	TELEPHONE	\$12.51
				69122700-55100	TELEPHONE	\$440.41
				70024500-55100	TELEPHONE	\$12.53
				72022400-55100	TELEPHONE	\$173.00
				73022600-55100	TELEPHONE	(\$0.02)
				73022600-55100	TELEPHONE	\$357.58
				77725200-55100	TELEPHONE	\$120.99
				80026130-55100	TELEPHONE	\$221.82
				80026330-55100	TELEPHONE	\$204.03
				80026400-55100	TELEPHONE	\$226.43
				82024410-55100	TELEPHONE	\$89.66
				82024410-55100	TELEPHONE	\$225.12
				82024411-55100	TELEPHONE	\$70.36
				84024420-55100	TELEPHONE	\$45.91
				84024425-55100	TELEPHONE	\$283.65
	9658400	TELEPHONE	\$5,032.46	10022100-52180	SECURITY SERVICES	\$251.42
				10010000-55100	TELEPHONE	\$41.11
				10011100-55100	TELEPHONE	\$21.74
				10012100-55100	TELEPHONE	\$81.25
				10012200-55100	TELEPHONE	\$55.84
				10013400-55100	TELEPHONE	\$52.13
				10014000-55100	TELEPHONE	\$22.01
				10016100-55100	TELEPHONE	\$43.45

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
AT&T	9658400	TELEPHONE	\$5,032.46	10022100-55100	TELEPHONE	\$19.77
				10022300-55100	TELEPHONE	\$22.37
				10022810-55100	TELEPHONE	\$92.18
				10022840-55100	TELEPHONE	\$9.13
				10023100-55100	TELEPHONE	\$50.39
				10023320-55100	TELEPHONE	\$21.74
				10024210-55100	TELEPHONE	\$59.52
				10024220-55100	TELEPHONE	\$46.56
				10520210-55100	TELEPHONE	\$703.26
				10521210-55100	TELEPHONE	\$348.29
				20324100-55100	TELEPHONE	\$60.15
				20413500-55100	TELEPHONE	\$26.30
				20413500-55100	TELEPHONE	\$137.97
				20620231-55100	TELEPHONE	\$133.14
				20822500-55100	TELEPHONE	\$40.34
				20824300-55100	TELEPHONE	\$164.24
				20922900-55100	TELEPHONE	\$41.26
				64020213-55100	TELEPHONE	\$12.61
				69122700-55100	TELEPHONE	\$438.95
				70024500-55100	TELEPHONE	\$12.60
				72022400-55100	TELEPHONE	\$173.01
				73022600-55100	TELEPHONE	(\$0.04)
				73022600-55100	TELEPHONE	\$359.29

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
AT&T	9658400	TELEPHONE	\$5,032.46	77725200-55100	TELEPHONE	\$121.75
				80026130-55100	TELEPHONE	\$222.15
				80026330-55100	TELEPHONE	\$203.54
				80026400-55100	TELEPHONE	\$229.18
				82024410-55100	TELEPHONE	\$89.77
				82024410-55100	TELEPHONE	\$225.22
				82024411-55100	TELEPHONE	\$68.86
				84024420-55100	TELEPHONE	\$45.98
				84024425-55100	TELEPHONE	\$284.03
	9517664	MTD CIRCUIT	\$861.61	10520210-55100	TELEPHONE	\$861.61
	APR-17	INTERNET SERVICES	\$84.00	77725200-55100	TELEPHONE	\$84.00
	Vendor Total:					\$10,976.73
	AT&T MOBILITY	832118877X051 42017	DATA & VOICE	\$202.74	10022300-55100	TELEPHONE
20620231-55100					TELEPHONE	\$13.01
77725200-55100					TELEPHONE	\$22.20
82024410-55100					TELEPHONE	\$13.01
82024411-55100					TELEPHONE	\$13.27
82024411-55100					TELEPHONE	\$65.22
84024421-55100					TELEPHONE	\$26.02
832056361X514 2017					POLICE MODEMS	\$503.25
Vendor Total:					\$705.99	

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
BAY AREA BARRICADE SERVICE INC	0345728-IN	SUPPLIES AS NEEDED	\$161.16	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.55)
				10024220-54100	SUPPLIES	\$0.55
				10024220-54100	SUPPLIES	\$161.16
				Vendor Total:		\$161.16
BLACK OAK COFFEE ROASTERS	7685	MISC COFFEE SUPPLIES AS NEEDED	\$45.00	73022600-54100	SUPPLIES	\$45.00
				Vendor Total:		\$45.00
BSN SPORTS	98991236	SUPPLIES AS NEEDED	\$812.81	90000000-23236	FIELD SIGNAGE FEES	\$812.81
	98994997	RETURNED BASES	(\$266.59)	10022832-54100	SUPPLIES	(\$266.59)
	Vendor Total:		\$546.22			
BUSINESS CARD	W4WSW7	CITY MGR DEPARTMENT CREDIT CAR	\$66.98	10011100-57100	CONFERENCE & TRAINING	\$66.98
	MMC0DY	CITY MGR DEPARTMENT CREDIT CAR	\$162.20	10011100-57100	CONFERENCE & TRAINING	\$162.20
	71001481056	FINANCE CREDIT CARD, MISC. PUR	\$6.00	10013400-57100	CONFERENCE & TRAINING	\$6.00
	CPCA2017	POLICE CREDIT CARD, MISC. PURC	\$150.00	10520210-57100	CONFERENCE & TRAINING	\$150.00
	SF-D 20651	PURCHASING CREDIT CARD, MISC.	\$209.79	10018000-52100	CONTRACTED SERVICES	\$209.79
	SF-D 20662	PURCHASING CREDIT CARD, MISC.	\$32.28	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.05)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.17)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.17)
				90000000-23013	STATE USE TAX LIABILITY	(\$2.32)
				20513300-54100	SUPPLIES	\$2.71
			20513300-54100	SUPPLIES	\$32.28	

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
BUSINESS CARD	SF-D 20612	PURCHASING CREDIT CARD, MISC.	\$310.70	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.33)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.36)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$1.36)
				90000000-23013	STATE USE TAX LIABILITY	(\$19.66)
				75017110-54100	SUPPLIES	\$22.71
				75017110-54100	SUPPLIES	\$310.70
	257638	PUBLIC SAFETY CREDIT CARD, MIS	\$121.55	10520210-56130	EXTERNAL SERVICES	\$121.55
	J-62367	HR/RISK MGMT CREDIT CARD, MISC	\$200.00	84024420-59101	FEES	\$200.00
	J-62387	HR/RISK MGMT CREDIT CARD, MISC	\$200.00	84024420-59101	FEES	\$200.00
	0072289	HR/RISK MGMT CREDIT CARD, MISC	\$285.00	84024420-59101	FEES	\$285.00
	0072722	HR/RISK MGMT CREDIT CARD, MISC	\$285.00	84024420-59101	FEES	\$285.00
	F4RHBEDG20	FINANCE CREDIT CARD, MISC. PUR	\$510.00	10013400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$510.00
	378895811483839	CITY MGR DEPARTMENT CREDIT CAR	\$250.00	82024410-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$250.00
	5013440239854880	CITY MGR DEPARTMENT CREDIT CAR	\$250.00	82024410-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$250.00
	3711-9596-5906-7483	CITY MGR DEPARTMENT CREDIT CAR	\$250.00	82024411-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$250.00
	SF-D 20619	PURCHASING CREDIT CARD, MISC.	\$125.73	20413500-54101	POSTAGE	\$125.73
	SF-D 20328	PURCHASING CREDIT CARD, MISC.	\$835.10	82024414-54102	SMALL TOOLS	\$417.55
				84024421-54100	SUPPLIES	\$417.55
	SF-D 20620	PURCHASING CREDIT CARD, MISC.	\$203.40	20922900-54320	SOFTWARE	\$203.40
	SF-D 20613	PURCHASING CREDIT CARD, MISC.	\$116.00	10012100-54100	SUPPLIES	\$116.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
BUSINESS CARD	2005795803169	COMPUTER	\$352.79	10022810-54100	SUPPLIES	\$352.79
	042417	POLICE CREDIT CARD, MISC. PURC	\$19.50	10520210-54100	SUPPLIES	\$19.50
	041417	POLICE CREDIT CARD, MISC. PURC	\$25.00	10520210-54100	SUPPLIES	\$25.00
	109356	POLICE CREDIT CARD, MISC. PURC	\$55.70	10520210-54100	SUPPLIES	\$55.70
	SF-D 20571	POLICE CREDIT CARD, MISC. PURC	\$172.60	10520210-54100	SUPPLIES	\$172.60
	SF-D 20566	POLICE CREDIT CARD, MISC. PURC	\$32.36	63020210-54100	SUPPLIES	\$32.36
	SF-D 20568	POLICE CREDIT CARD, MISC. PURC	\$159.96	63020210-54100	SUPPLIES	\$159.96
	1312585	ECONOMIC DEVELOPMENT CREDIT CA	\$25.00	75017110-54100	SUPPLIES	\$25.00
	JX91D-94A63-9E1	ECONOMIC DEVELOPMENT CREDIT CA	\$208.58	75017110-54100	SUPPLIES	\$208.58
	SF-D 20346	PURCHASING CREDIT CARD, MISC.	\$311.74	80026110-54100	SUPPLIES	\$311.74
	SF-D 20338	PURCHASING CREDIT CARD, MISC.	\$203.66	80026120-54100	SUPPLIES	\$203.66
	SF-D 20665	PURCHASING CREDIT CARD, MISC.	\$428.92	82024411-54100	SUPPLIES	\$428.92
	Vendor Total:					
CANDICE RASMASON	TA 6/4 - 6/6/17	TRAVEL ADVANCE	\$596.13	10013400-57100	CONFERENCE & TRAINING	\$298.07
				20413500-57100	CONFERENCE & TRAINING	\$298.06
	Vendor Total:					
CHEVRON AND TEXACO BUSINESS CARD SVCS	50334889	FUEL AS NEEDED PD	\$820.63	10520210-56210	FUEL & FLUIDS	\$820.63
					Vendor Total:	
CHRISTOPHER DEWEY	TA 6/8-9/17	TRAVEL ADVANCE	\$181.56	10520210-57100	CONFERENCE & TRAINING	\$181.56
Vendor Total:						\$181.56

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
CLOVER STORNETTA FARMS	0100669903	PROVIDE MISC GOODS AS NEEDED	\$6.08	73022600-54100	SUPPLIES	\$6.08
	0100676665	PROVIDE MISC GOODS AS NEEDED	\$6.08	73022600-54100	SUPPLIES	\$6.08
Vendor Total: -----						\$12.16
COMCAST	MAY 17	INTERNET SERVICES	\$254.46	10011100-55100	TELEPHONE	\$2.42
				10012100-55100	TELEPHONE	\$9.69
				10012200-55100	TELEPHONE	\$7.27
				10013400-55100	TELEPHONE	\$10.91
				10016100-55100	TELEPHONE	\$4.85
				10017100-55100	TELEPHONE	\$2.42
				10022100-55100	TELEPHONE	\$1.21
				10022810-55100	TELEPHONE	\$7.27
				10023100-55100	TELEPHONE	\$9.69
				10023320-55100	TELEPHONE	\$2.42
				10024210-55100	TELEPHONE	\$9.69
				10024220-55100	TELEPHONE	\$2.42
				10520210-55100	TELEPHONE	\$0.03
				10520210-55100	TELEPHONE	\$60.59
				10521210-55100	TELEPHONE	\$26.66
				20413500-55100	TELEPHONE	\$2.42
				20513300-55100	TELEPHONE	\$23.02
				20620231-55100	TELEPHONE	\$7.27
				20922900-55100	TELEPHONE	\$9.69
				64020213-55100	TELEPHONE	\$2.42

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
COMCAST	MAY 17	INTERNET SERVICES	\$254.46	69122700-55100	TELEPHONE	\$7.27
				70024500-55100	TELEPHONE	\$2.42
				72022400-55100	TELEPHONE	\$1.21
				73022600-55100	TELEPHONE	\$4.85
				77725200-55100	TELEPHONE	\$4.85
				80026400-55100	TELEPHONE	\$16.96
				82024410-55100	TELEPHONE	\$7.27
				82024411-55100	TELEPHONE	\$4.85
				84024425-55100	TELEPHONE	\$2.42
				Vendor Total:		
CPS HR CONSULTING	SOP44008	EXAM FEE	\$413.60	10016100-54163	HR - INTERVIEW SUPPLIES	\$413.60
	SOP44003	EXAM FEE	\$808.50	10016100-54163	HR - INTERVIEW SUPPLIES	\$808.50
	Vendor Total:					\$1,222.10
CROP PRODUCTION SERVICES	32795784	WEED SPRAYS & CHEMICALS AS NEE	\$206.32	82024411-56300	BUILDING MAINT. & REPAIR	\$206.32
					Vendor Total:	
DANNY'S VACUUM SHOP	17316	VACUUM REPAIR	\$55.25	20822500-56300	BUILDING MAINT. & REPAIR	\$55.25
					Vendor Total:	
DAVID RAPPORT	6574	LEGAL SERVICES FOR FY 16/17	\$29,679.48	10014000-52100	CONTRACTED SERVICES	\$2,042.73
				84424422-52100	CONTRACTED SERVICES	\$864.53
				84424422-52100	CONTRACTED SERVICES	\$8,606.46
				10014000-52150	LEGAL SERVICES/EXPENSES	\$125.79
				10014000-52150	LEGAL SERVICES/EXPENSES	\$13,527.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
DAVID RAPPORT	6574	LEGAL SERVICES FOR FY 16/17	\$29,679.48	10514000-52150	LEGAL SERVICES/EXPENSES	\$1,514.54
				20414000-52150	LEGAL SERVICES/EXPENSES	\$466.57
				70014000-52150	LEGAL SERVICES/EXPENSES	\$41.17
				80014000-52150	LEGAL SERVICES/EXPENSES	\$1,740.51
				82014000-52150	LEGAL SERVICES/EXPENSES	\$510.03
				90214000-52150	LEGAL SERVICES/EXPENSES	\$182.97
				94024423-52150	LEGAL SERVICES/EXPENSES	\$57.18
				Vendor Total:		\$29,679.48
DIALED IN ATHLETICS	1097	SCREEN PRINT	\$400.50	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.47)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.94)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$2.87)
				10022822-54100	SUPPLIES	\$4.28
				10022822-54100	SUPPLIES	\$400.50
				Vendor Total:		\$400.50
DIANN LUCCHETTI	DV051117	EMP REIMBURSEMENT STAFF MTG	\$39.62	80026120-54100	SUPPLIES	\$16.37
				80026400-54100	SUPPLIES	\$23.25
				Vendor Total:		\$39.62
EUREKA OXYGEN CO	432739	SERVICES AS NEEDED	\$67.63	10520210-56130	EXTERNAL SERVICES	\$67.63
				Vendor Total:		\$67.63
FARWEST LINE SPECIALTIES LLC	230115	ELECTRICAL SUPPLIES	\$850.57	90000000-23028	MEASURE Y DISTRICT TAX	(\$3.87)
				80026110-54102	SMALL TOOLS	\$3.87

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
FARWEST LINE SPECIALTIES LLC	230115	ELECTRICAL SUPPLIES	\$850.57	80026110-54102	SMALL TOOLS	\$850.57
	229448	CLOTHING	\$566.04	80026120-54100	SUPPLIES	\$566.04
					Vendor Total:	\$1,416.61
FREDERIC NICHOLS	2017-9823938-08	PREPARATION OF SB90 CLAIMS FY 15/16	\$750.00	10012100-52100	CONTRACTED SERVICES	\$750.00
					Vendor Total:	\$750.00
GCS ENVIRONMENTAL EQUIP SRVS	15519	PARTS & SUPPLIES AS NEEDED	\$118.74	10024220-56130	EXTERNAL SERVICES	\$0.50
				10024220-56130	EXTERNAL SERVICES	\$118.74
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.50)
					Vendor Total:	\$118.74
GRANITE CONSTRUCTION COMPANY	1155494	MISC ROCK & ROAD PATCH MATERIA	\$191.17	10024220-54121	PW - ASPHALT CONCRETE	\$191.17
	1146600	MISC ROCK & ROAD PATCH MATERIA	\$456.09	10024220-54121	PW - ASPHALT CONCRETE	\$456.09
	1157206	MISC ROCK & ROAD PATCH MATERIA	\$448.43	10024220-54100	SUPPLIES	\$145.44
				84024421-54100	SUPPLIES	\$302.99
	1135792	MISC ROCK & ROAD PATCH MATERIA	\$280.91	82024414-54100	SUPPLIES	\$280.91
	1135820	MISC ROCK & ROAD PATCH MATERIA	\$617.43	82024414-54100	SUPPLIES	\$466.70
				84024421-54100	SUPPLIES	\$150.73
	1136941	MISC ROCK & ROAD PATCH MATERIA	\$85.10	84024421-54100	SUPPLIES	\$85.10
					Vendor Total:	\$2,079.13
HI-TECH EMERGENCY VEHICLE SVC INC	157035	INTAKE VALVE MOTOR	\$1,501.42	10521210-56130	EXTERNAL SERVICES	\$1,501.42
					Vendor Total:	\$1,501.42

List of Checks Presented for Approval on 5/19/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
INLAND WATER & POWER COMM	26B64-1	CITY CONTRIBUTION IWCP	\$4,400.00	82024410-52100	CONTRACTED SERVICES	\$4,400.00
					Vendor Total:	\$4,400.00
INTERCOUNTY MECHANICAL & ELECTRICAL INC	5889	SERVICES AS NEEDED	\$110.00	10022500-56120	EQUIPMENT MAINTENANCE & REPAIR	\$110.00
					Vendor Total:	\$110.00
JAMES REESE	18028	CLEANING SERVICES	\$420.00	73022600-56300	BUILDING MAINT. & REPAIR	\$420.00
					Vendor Total:	\$420.00
JOHN AGUILAR	DV051617	BOOT REIMBURSEMENT	\$97.08	82024414-54100	SUPPLIES	\$48.54
				84024421-54100	SUPPLIES	\$48.54
					Vendor Total:	\$97.08
LINCOLN AQUATICS	SI314147	SUPPLIES AS NEEDED	\$152.98	10022300-54106	SPECIALTY SUPPLIES	\$152.98
					Vendor Total:	\$152.98
MARTIN BRADLEY	DV050817	EMP REIMBURSEMENT-SUPPLIES	\$25.84	10018000-52510	ADVERTISING & PROMOTION	\$16.00
				10022100-54100	SUPPLIES	\$9.84
					Vendor Total:	\$25.84
MARTIN'S ELECTRIC MOTOR SERVICE	22196	SERVICES AS NEEDED	\$72.50	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$72.50
	098466	ELECTRIC REPAIR	\$107.89	10022300-54106	SPECIALTY SUPPLIES	\$107.89
					Vendor Total:	\$180.39
MEAD & HUNT INC	268752	ENG SVCS FOR FAA APMP STUDY W/	\$7,002.50	77800000-52100	CONTRACTED SERVICES	\$7,002.50
	268760	DESIGN FOR FAA RUNWAY 15-33 PA	\$22,535.26	77800000-80230	INFRASTRUCTURE	\$22,535.26
					Vendor Total:	\$29,537.76

List of Checks Presented for Approval on 5/19/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
MEL GRANDI	DV050517.1	EMP REIM-ENGINEERS LICENSE RENEWAL	\$116.00	80026400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$116.00
					Vendor Total:	\$116.00
MUNI SERVICES LLC	44405	BUSINESS LICENSE PROCESSING	\$2,322.00	10013400-52100	CONTRACTED SERVICES	\$2,322.00
	45389	BUSINESS LICENSE PROCESSING	\$3,348.00	10013400-52100	CONTRACTED SERVICES	\$3,348.00
	44903	BUSINESS LICENSE PROCESSING	\$3,924.00	10013400-52100	CONTRACTED SERVICES	\$3,924.00
	44591	BUSINESS LICENSE PROCESSING	\$4,194.00	10013400-52100	CONTRACTED SERVICES	\$4,194.00
	45250	BUSINESS LICENSE PROCESSING	\$5,688.00	10013400-52100	CONTRACTED SERVICES	\$5,688.00
					Vendor Total:	\$19,476.00
NATIONAL METER & AUTOMATION	S1084206.001	REGISTERS	\$56.55	82024414-54100	SUPPLIES	\$56.55
					Vendor Total:	\$56.55
NCPA	006102-0517020	NCPA - MAY 2017	\$504,011.00	80026300-58104	NCPA MANAGEMENT SERVICES	\$46,449.00
				80026300-58101	NCPA PLANT GENERATION	\$190,450.00
				80026300-58102	NCPA POWER PURCHASES	\$157,508.00
				80026300-58105	NCPA THIRD PARTY SALES	(\$65,122.00)
				80026300-58103	NCPA TRANSMISSION	\$174,726.00
					Vendor Total:	\$504,011.00
ONE TIME PAY VENDOR	DV51217	REFUND PARK RESERVATION	\$100.00	10022100-46360	PARKS RENTAL	\$100.00
	DV050817	REFUND PARK RESERVATION	\$175.00	10022100-46360	PARKS RENTAL	\$175.00
	DV051217	REUND REC CLASS	\$80.00	10022800-44915	RECREATION PROGRAM INCOME	\$80.00
					Vendor Total:	\$355.00

List of Checks Presented for Approval on 5/19/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
OVERHEAD DOOR COMPANY OF SANTA ROSA	34233	REPLACE SPRINGS	\$677.50	20822500-56300	BUILDING MAINT. & REPAIR	\$9.65
				20822500-56300	BUILDING MAINT. & REPAIR	\$677.50
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.15)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.58)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.58)
				90000000-23013	STATE USE TAX LIABILITY	(\$8.34)
				Vendor Total:		\$677.50
PACE SUPPLY CORPORATION	023830595	MISCELLANEOUS ITEMS AS NEEDED	\$46.51	80000000-12104	INVENTORY - PURCHASES	\$46.51
	023851311	MISCELLANEOUS ITEMS AS NEEDED	\$93.04	82024414-54100	SUPPLIES	\$93.04
	023855197	MISCELLANEOUS ITEMS AS NEEDED	\$485.54	82024414-54100	SUPPLIES	\$485.54
	Vendor Total:		\$625.09			
PAYMENTUS GROUP INC	US17040048	CREDIT CARD PROCESSING SERVICE	\$2,086.00	20513300-52100	CONTRACTED SERVICES	\$2,086.00
						Vendor Total:
PHILLIPS SEABROOK ASSOCIATES	7359	STRUCT ENGN/PLAN CHCK/SUBSTIT	\$390.00	10023320-52100	CONTRACTED SERVICES	\$390.00
						Vendor Total:
PIPEMAN PRODUCTS, INC.	0417-28	HYDROSTATIC PUMP & SUPPLIES	\$511.80	82024414-54100	SUPPLIES	\$511.80
						Vendor Total:
PMI	10025392	TESTING, PARTS, AND BATTERY REPLACEMENT	\$143.63	80026200-54100	SUPPLIES	\$143.63
Vendor Total:						\$143.63

List of Checks Presented for Approval on 5/19/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
POLYDYNE INC	1135520	LIQ POLYMER ALKYLAMINE	\$1,734.00	84024425-58202	CHEMICALS	\$1,734.00
					Vendor Total:	\$1,734.00
PORTOLA SYSTEMS INC	34703	ANTI SPAM FILTERING	\$2,736.00	20922900-54320	SOFTWARE	\$2,736.00
					Vendor Total:	\$2,736.00
POWER INDUSTRIES INC	731324	GAUGE	\$507.07	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.57)
				84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$0.57
				84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$507.07
					Vendor Total:	\$507.07
PUBLIC SERVICE DEPARTMENT	APRIL 17	UTILITIES	\$183,143.74	80626500-52133	MONTHLY DISCOUNT PROGRAM	\$216.15
				10012400-55210	UTILITIES	\$600.86
				10022100-55210	UTILITIES	\$12,149.40
				10022300-55210	UTILITIES	\$6,202.82
				10024214-55210	UTILITIES	\$1,008.80
				10024220-55210	UTILITIES	\$1,130.36
				20820231-55210	UTILITIES	\$124.19
				20822500-55210	UTILITIES	\$12,291.36
				20824300-55210	UTILITIES	\$2,965.95
				25024300-55210	UTILITIES	\$51.97
				64020213-55210	UTILITIES	\$1,072.85
				69122700-55210	UTILITIES	\$3,492.98
				73022600-55210	UTILITIES	\$4,496.16

List of Checks Presented for Approval on 5/19/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
PUBLIC SERVICE DEPARTMENT	APRIL 17	UTILITIES	\$183,143.74	77725200-55210	UTILITIES	\$4,483.65
				80026400-55210	UTILITIES	\$2,714.28
				80526610-55210	UTILITIES	\$18,173.00
				82024411-55210	UTILITIES	\$28,544.28
				84024421-55210	UTILITIES	\$179.21
				84024425-55210	UTILITIES	\$83,245.47
				Vendor Total:		\$183,143.74
REGIONAL GOVERNMENT SERVICES AUTHORITY	7047	FINANCIAL ADVISORY SERVICES	\$561.60	10013400-52100	CONTRACTED SERVICES	\$561.60
				Vendor Total:		\$561.60
RICHARD SEANOR	TR 05/09/17	TRAVEL REIMBURSEMENT	\$15.00	10024224-57100	CONFERENCE & TRAINING	\$15.00
				Vendor Total:		\$15.00
ROUND TABLE PIZZA	02-5226	WORKING LUNCH	\$108.87	82024414-57100	CONFERENCE & TRAINING	\$108.87
	02-5002	WATER/SEWER PROJECT	\$137.58	82024414-57100	CONFERENCE & TRAINING	\$137.58
	06-4907	WATER/SEWER PROJECT	\$143.54	84024420-57100	CONFERENCE & TRAINING	\$143.54
	02-5224	WORKING LUNCH - CAR VS. POLE	\$66.09	80026110-54100	SUPPLIES	\$66.09
	02-5225	WORKING LUNCH	\$129.14	80026120-54100	SUPPLIES	\$129.14
				Vendor Total:		\$585.22
SALES & USE TAX	APRIL 17	PRE-PAID SALES AND USE TAX	\$1,389.00	77725200-58401	AVIATION FUEL	\$695.00
				90000000-23252	DISTRICT USE TAX-LIBRARIES	\$15.00
				90000000-23237	DISTRICT USE TAX-MEASURE S	\$52.00
				90000000-23028	MEASURE Y DISTRICT TAX	\$30.00

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
SALES & USE TAX	APRIL 17	PRE-PAID SALES AND USE TAX	\$1,389.00	90000000-23013	STATE USE TAX LIABILITY	\$597.00
					Vendor Total:	\$1,389.00
SCOTT BRANSON	TA 5/23-25/17	TRAVEL ADVANCE	\$442.19	80026400-57100	CONFERENCE & TRAINING	\$442.19
					Vendor Total:	\$442.19
SOLID WASTES SYSTEMS INC	APRIL 17	RESIDENTIAL GARBAGE FEES	\$20,333.08	90200000-52170	UKIAH WASTE SOLUTIONS	\$20,333.08
					Vendor Total:	\$20,333.08
SOUTHWIRE C/O YOUNG & COMPANY	91334056	ELECTRICAL CABLES AND WIRES (N	\$1,615.87	80000000-12104	INVENTORY - PURCHASES	\$1,615.87
					Vendor Total:	\$1,615.87
STAPLES CREDIT PLAN	3338563317	OFFICE SUPPLIES, MISC AS NEEDE	\$39.82	10013400-54100	SUPPLIES	\$13.76
				20413500-54100	SUPPLIES	\$3.85
				20413500-54100	SUPPLIES	\$22.21
	3338563316	OFFICE SUPPLIES, MISC AS NEEDE	\$249.25	10013400-54100	SUPPLIES	\$124.62
				20413500-54100	SUPPLIES	\$124.63
	338563320	OFFICE SUPPLIES, MISC AS NEEDE	\$309.81	10022100-54100	SUPPLIES	\$309.81
	3338563321	OFFICE SUPPLIES, MISC AS NEEDE	\$39.11	10022810-54100	SUPPLIES	\$39.11
	3338563318	OFFICE SUPPLIES, MISC AS NEEDE	\$193.22	10022810-54100	SUPPLIES	\$193.22
	3338563319	OFFICE SUPPLIES, MISC AS NEEDE	\$720.87	20513300-54100	SUPPLIES	\$720.87
	3338563324	OFFICE SUPPLIES, MISC AS NEEDE	\$15.45	84024425-54100	SUPPLIES	\$15.45
	3338563323	OFFICE SUPPLIES, MISC AS NEEDE	\$28.09	84024425-54100	SUPPLIES	\$28.09

List of Checks Presented for Approval on 5/19/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
STAPLES CREDIT PLAN	3338563322	OFFICE SUPPLIES, MISC AS NEEDE	\$178.85	84024425-54100	SUPPLIES	\$178.85
					Vendor Total:	\$1,774.47
SW HEALTH RESOURCES	042317	LIFEGUARD TRAINING	\$2,250.00	10022300-57101	CONF & TRAINING-AQUATICS	\$2,250.00
					Vendor Total:	\$2,250.00
TELSTAR INSTRUMENTS INC	89487	EQUIPMENT MAINT, REPAIR, AND R	\$840.00	84024425-52100	CONTRACTED SERVICES	\$840.00
	88266	EQUIPMENT MAINT, REPAIR, AND R	\$965.00	84024425-52100	CONTRACTED SERVICES	\$965.00
					Vendor Total:	\$1,805.00
TGIF REPAIRS INC	5247	PRINTER MAINTENANCE & REPAIR	\$245.00	20513300-56300	BUILDING MAINT. & REPAIR	\$245.00
					Vendor Total:	\$245.00
THE BANK OF NEW YORK MELLON	252-2021118	ADMINISTRATION FEES	\$2,175.00	96695604-52500	TRUSTEE FEES	\$2,175.00
					Vendor Total:	\$2,175.00
THOMAS FORCE	115550-6	ELECTRIC/PV CREDIT	\$44.80	90100000-10421	UTILITY RECEIVABLES CLEARING	\$44.80
					Vendor Total:	\$44.80
THOMPSON'S PARTY RENTALS	01-022242-03	MISC PARTY RENTALS & SUPPLIES	\$319.31	73022600-54100	SUPPLIES	\$319.31
					Vendor Total:	\$319.31
TRI AIR TESTING INC	107263	2013 AIR ANALYSIS EDITION	\$172.00	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.15)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.58)
				10521210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$9.72
				10521210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$172.00
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.58)

List of Checks Presented for Approval on 5/19/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
TRI AIR TESTING INC	107263	2013 AIR ANALYSIS EDITION	\$172.00	90000000-23013	STATE USE TAX LIABILITY	(\$8.41)
					Vendor Total:	\$172.00
TRITECH SOFTWARE SYSTEMS	PA0005756	VISION CAD LICENSE	\$9,223.20	20620231-52100	CONTRACTED SERVICES	\$9,223.20
					Vendor Total:	\$9,223.20
TUFTS POLYGRAPH & INVESTIGATION	2017-323(B)	POLYGRAPH AND INVESTIGATION SERVICES	\$150.00	10520210-52100	CONTRACTED SERVICES	\$150.00
	2017-322	POLYGRAPH AND INVESTIGATION SERVICES	\$650.00	10520210-52100	CONTRACTED SERVICES	\$650.00
					Vendor Total:	\$800.00
UKIAH TROPHIES & GIFTS	759242	TROPHIES AND ENGRAVING	\$102.96	10022822-54100	SUPPLIES	\$102.96
					Vendor Total:	\$102.96
UNITED RENTALS (NORTH AMERICA) INC	145013295-001	EMPLOYEE TRAINING	\$650.00	82024414-57100	CONFERENCE & TRAINING	\$325.00
				84024421-57100	CONFERENCE & TRAINING	\$325.00
					Vendor Total:	\$650.00
UNIVAR USA INC	SJ811403	SODIUM BISULFITE	\$3,797.39	84024425-58202	CHEMICALS	\$3,797.39
					Vendor Total:	\$3,797.39
UPS	0000E19R5417 7	SHIPPING SERVICES	\$79.68	10023320-56130	EXTERNAL SERVICES	\$4.49
				10023320-56130	EXTERNAL SERVICES	\$10.42
				10521210-56130	EXTERNAL SERVICES	\$9.95
				10023320-54101	POSTAGE	\$14.24
				10023320-54101	POSTAGE	\$20.29

List of Checks Presented for Approval on 5/19/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
UPS	0000E19R5417	SHIPPING SERVICES	\$79.68	10023320-54101	POSTAGE	\$20.29
	7					
					Vendor Total:	\$79.68
US CELLULAR	0190572498	CELLULAR PHONES	\$163.53	80026400-55100	TELEPHONE	\$43.15
				80026400-55100	TELEPHONE	\$45.46
				82024410-55100	TELEPHONE	\$20.47
				84024421-55100	TELEPHONE	\$20.47
				84024425-55100	TELEPHONE	\$33.98
					Vendor Total:	\$163.53
USA BLUEBOOK	248643	POLYMER DISPERSANT	\$222.62	84024425-58202	CHEMICALS	\$222.62
	218205	POLYBLEND PUMP	\$1,321.68	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,321.68
					Vendor Total:	\$1,544.30
WAGNER & BONSIGNORE	04-17-2110.5	EUD WATER RIGHTS REPORTING AND	\$40.00	80026330-52100	CONTRACTED SERVICES	\$40.00
	03-17-2110.5	EUD WATER RIGHTS REPORTING AND	\$80.00	80026330-52100	CONTRACTED SERVICES	\$80.00
					Vendor Total:	\$120.00
WESTERN RENEWABLE ENERGY GENERATION	DV051117	CERTIFICATE FEES	\$145.45	80026400-52100	CONTRACTED SERVICES	\$0.81
				80026400-52100	CONTRACTED SERVICES	\$3.11
				80026400-52100	CONTRACTED SERVICES	\$3.87
				80026400-52100	CONTRACTED SERVICES	\$3.87
				80026400-52100	CONTRACTED SERVICES	\$133.79
					Vendor Total:	\$145.45

List of Checks Presented for Approval on 5/19/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
WESTERN WATER CONSTRUCTORS INC	9	SPEC 16-02 SITE DEVELOPMENT WE	\$304,150.00	82224413-80230	INFRASTRUCTURE	\$132,650.00
				82224413-80230	INFRASTRUCTURE	\$171,500.00
				Vendor Total:		\$304,150.00
WYATT IRRIGATION CO	227409-00	PARTS & MISC SUPPLIES AS NEEDE	\$99.02	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.47)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.47)
				10022300-54106	SPECIALTY SUPPLIES	\$0.94
				10022300-54106	SPECIALTY SUPPLIES	\$99.02
	227619-00	PARTS & MISC SUPPLIES AS NEEDE	\$594.20	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$2.77)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$2.77)
				10022100-54100	SUPPLIES	\$5.54
				10022100-54100	SUPPLIES	\$594.20
	Vendor Total:		\$693.22			
ZERO WASTE USA	154326	DOG WASTE BAGS	\$799.58	90000000-23028	MEASURE Y DISTRICT TAX	(\$3.70)
				10022100-54100	SUPPLIES	\$3.70
				10022100-54100	SUPPLIES	\$799.58
Vendor Total:		\$799.58				
INVOICE TOTAL:						\$1,169,606.81

List of Checks Presented for Approval on 5/26/2017

The following list of bills payable was reviewed and approved for payment.

 6-13-17 
Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ADAMSON POLICE PRODUCTS	INV244091	VERTEX SUPER LED	\$367.55	82024414-80100	MACHINERY & EQUIPMENT	\$183.77
				84024421-80100	MACHINERY & EQUIPMENT	\$183.78
	INV243733	ION LIGHTS	\$465.14	20324100-58510	REIMBRABLE JOBS	\$465.14
				Vendor Total:		\$832.69
AFLAC	356833	CANCER/LIFE/ACC INS	\$6,870.40	20700000-20527	SECTION 125 (CANCER & LIFE)	\$6,870.40
				Vendor Total:		\$6,870.40
AMAZON CAPITAL SERVICES	0MPF-GS1F-8BWK	ELECTRICAL EQUIPMENT AND SUPPL	\$1,511.82	80026330-54102	SMALL TOOLS	\$1,511.82
				Vendor Total:		\$1,511.82
AT&T	9658002	T1 TO INTERNET	\$347.51	10011100-55100	TELEPHONE	\$3.31
				10012100-55100	TELEPHONE	\$13.24
				10012200-55100	TELEPHONE	\$9.93
				10013400-55100	TELEPHONE	\$14.89
				10016100-55100	TELEPHONE	\$6.62
				10017100-55100	TELEPHONE	\$3.31
				10022100-55100	TELEPHONE	\$1.65
				10022810-55100	TELEPHONE	\$9.93
				10023100-55100	TELEPHONE	\$13.24

List of Checks Presented for Approval on 5/26/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
AT&T	9658002	T1 TO INTERNET	\$347.51	10023320-55100	TELEPHONE	\$3.31
				10024210-55100	TELEPHONE	\$13.24
				10024220-55100	TELEPHONE	\$3.31
				10520210-55100	TELEPHONE	\$82.74
				10521210-55100	TELEPHONE	\$36.40
				20413500-55100	TELEPHONE	\$3.31
				20513300-55100	TELEPHONE	\$31.44
				20620231-55100	TELEPHONE	\$9.93
				20922900-55100	TELEPHONE	\$13.24
				69122700-55100	TELEPHONE	\$9.93
				70024500-55100	TELEPHONE	\$3.31
				72022400-55100	TELEPHONE	\$1.65
				73022600-55100	TELEPHONE	\$3.31
				73022600-55100	TELEPHONE	\$6.62
				77725200-55100	TELEPHONE	\$6.62
				80026400-55100	TELEPHONE	\$23.17
				82024410-55100	TELEPHONE	\$9.93
				82024411-55100	TELEPHONE	\$6.62
				84024425-55100	TELEPHONE	\$3.31
	9654118	MTD CIRCUIT	\$867.81	10520210-55100	TELEPHONE	\$867.81
Vendor Total:						\$1,215.32
BJ'S EMBROIDERY	12499	EMBROIDERED SERVICES	\$64.81	20524412-54100	SUPPLIES	\$64.81
	12498	EMBROIDERY SERVICES	\$73.48	20524412-54100	SUPPLIES	\$73.48

List of Checks Presented for Approval on 5/26/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
BJ'S EMBROIDERY	12500	EMBROIDERED SERVICES	\$88.60	20524412-54100	SUPPLIES	\$88.60
					Vendor Total:	\$226.89
BLACK OAK COFFEE ROASTERS	7761	MISC COFFEE SUPPLIES AS NEEDED	\$45.00	73022600-54100	SUPPLIES	\$45.00
					Vendor Total:	\$45.00
CASTINO RESTAURANT EQUIPMENT & SUPPLY, INC	482384	AIRPORT BREWER DOUBLE	\$1,403.46	73022600-54100	SUPPLIES	\$1,403.46
					Vendor Total:	\$1,403.46
CHRISTOPHER DEWEY	TR 5/9-10/17	TRAVEL REIMBURSEMENT	\$20.00	10520210-57100	CONFERENCE & TRAINING	\$20.00
					Vendor Total:	\$20.00
CLARK PEST CONTROL	20047004	PEST CONTROL SVCS	\$95.00	80026400-52100	CONTRACTED SERVICES	\$95.00
					Vendor Total:	\$95.00
COMCAST	MAY 17.	INTERNET SREVICES	\$149.31	31122870-52100	CONTRACTED SERVICES	\$149.31
					Vendor Total:	\$149.31
DANNY MCVAY	DV051517	EMPLOYEE REIMBURSEMENT- WORK BOOTS	\$124.90	20822500-54100	SUPPLIES	\$124.90
					Vendor Total:	\$124.90
DARREN WOJCIESZAK	170526-DW	ADV DISABILITY PENSION PMT	\$1,763.87	90000000-10410	ACCOUNTS RECEIVABLE	\$1,763.87
					Vendor Total:	\$1,763.87
E&M ELECTRIC & MACHINERY, INC	301552	MOTOR	\$3,025.89	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$14.03
				84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$3,025.89
				90000000-23028	MEASURE Y DISTRICT TAX	(\$14.03)
					Vendor Total:	\$3,025.89

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
EDDIE'S COCINA	092330	CATERING WWTP MTG 5/17/17	\$410.75	73022600-54100	SUPPLIES	\$410.75
					Vendor Total:	\$410.75
EMPLOYMENT DEVELOPMENT DEPT	L1049183008	SUI 1ST QTR 2017	\$13,778.00	20700000-20606	CITY CONTRIBUTION-UNEMP INS.	\$13,778.00
					Vendor Total:	\$13,778.00
FILETRAIL	2017-0317	HOSTED FILE MANAGMENT SYSTEM	\$489.00	10011100-52100	CONTRACTED SERVICES	\$489.00
					Vendor Total:	\$489.00
GARTON TRACTOR INC	CU29850	EQUIPMENT AS NEEDED	\$98.56	10022100-56130	EXTERNAL SERVICES	\$98.56
	CU29851	EQUIPMENT AS NEEDED	\$553.19	10024220-56130	EXTERNAL SERVICES	\$553.19
					Vendor Total:	\$651.75
GENERAL PACIFIC INC	1271294	GAP INDICATOR	\$560.09	80026200-54100	SUPPLIES	\$560.09
					Vendor Total:	\$560.09
GRAINGER INC	9436765037	ELECTRICAL EQUIPMENT AND SUPPL	\$1,426.21	80026330-54102	SMALL TOOLS	\$110.21
				80026330-54100	SUPPLIES	\$1,316.00
	9436905385	ELECTRICAL EQUIPMENT AND SUPPL	\$2,391.05	80026330-54102	SMALL TOOLS	\$1,943.65
				80026330-54100	SUPPLIES	\$447.40
	9433935310	PARTS AS NEEDED	\$109.25	80026110-54100	SUPPLIES	\$109.25
	9434307899	HARD HAT	\$102.21	80026130-54100	SUPPLIES	\$102.21
					Vendor Total:	\$4,028.72
GRANITE CONSTRUCTION COMPANY	1158956	MISC ROCK & ROAD PATCH MATERIA	\$93.35	82024414-54100	SUPPLIES	\$93.35
					Vendor Total:	\$93.35

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
HADLEYS INDUSTRIES	3760	SAFETY GLASSES	\$484.38	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.59)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$2.43)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$2.43)
				90000000-23013	STATE USE TAX LIABILITY	(\$35.12)
				80026110-54100	SUPPLIES	\$40.57
				80026110-54100	SUPPLIES	\$484.38
				Vendor Total:		\$484.38
HARTFORD RETIREE PREMIUM ACCT	50011-JUN	JUNE 2017-RETIREE HEALTH INSURANCE	\$1,126.46	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$1,126.46
				Vendor Total:		\$1,126.46
HOME DEPOT CREDIT SERVICES	6013764	MISCELLANEOUS SUPPLIES AS NEED	\$48.64	10022300-54106	SPECIALTY SUPPLIES	\$48.64
	0013563	MISCELLANEOUS SUPPLIES AS NEED	\$9.82	10022100-54100	SUPPLIES	\$9.82
	Vendor Total:		\$58.46			
INDIGO STUDIOS	1268.1	DRUG ED COLUMN/PRFM RPT CARD	\$400.00	63020210-52100	CONTRACTED SERVICES	\$400.00
				Vendor Total:		\$400.00
INTEGRITY SHRED	69611	DOCUMENT SHREDDING	\$28.50	20513300-52100	CONTRACTED SERVICES	\$28.50
				Vendor Total:		\$28.50
INTERWEST CONSULTING GROUP INC	32496	GIS SERVICES - ON-CALL AND AS	\$945.00	10024210-52100	CONTRACTED SERVICES	\$52.50
				82024410-52100	CONTRACTED SERVICES	\$892.50
				Vendor Total:		\$945.00
ITS GROUP INC	1112109F	INSPECTION & MAINTENANCE	\$3,700.00	82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$3,700.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ITS GROUP INC	1112108F	STANDARD SERVICE LABOR-PORTAL	\$6,200.00	82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$6,200.00
					Vendor Total:	\$9,900.00
JAMES O'BRIEN	DV051717	LUNCH MTG REIMBURSEMENT	\$59.27	80026130-54100	SUPPLIES	\$59.27
					Vendor Total:	\$59.27
JULIE WEBB	TR 4/27/17	TRAVEL REIMBURSEMENT	\$177.11	10022822-54100	SUPPLIES	\$177.11
					Vendor Total:	\$177.11
KAREN ROCKEL	TR 5/10/17	TRAVEL REIMBURSEMENT	\$18.19	20620232-57100	CONFERENCE & TRAINING	\$18.19
					Vendor Total:	\$18.19
KATHIE SMITH	DV052317	SETTLEMENT	\$10,000.00	20212400-52521	LIABILITY INSURANCE PREMIUM	\$10,000.00
					Vendor Total:	\$10,000.00
KEOUGH'S LANDSCAPING INC	16844	LANDSCAPE MAINT.-ORCHARD SUBST	\$500.00	80026130-52100	CONTRACTED SERVICES	\$500.00
					Vendor Total:	\$500.00
KOMLINE-SANDERSON	42034994	BLADES & TUBES	\$1,056.26	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,056.26
					Vendor Total:	\$1,056.26
LEGAL SHIELD	38295-MAY 2017	MAY 2017-PRE-PAID LEGAL SERVICE	\$51.80	20700000-20526	PREPAID LEGAL - AFLAC	\$51.80
					Vendor Total:	\$51.80
LES SCHWAB TIRE CENTER	64000297360	MISCELLANEOUS TIRE SERVICES AS	\$17.00	84024421-56130	EXTERNAL SERVICES	\$17.00
					Vendor Total:	\$17.00
LOUIS MALDONADO SR	310424	DEFENSE TRAINING	\$1,800.00	10520210-57100	CONFERENCE & TRAINING	\$1,800.00
					Vendor Total:	\$1,800.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
MATHESON TRI-GAS INC	15425691	OXYGEN & MISCELLANEOUS AS NEED	\$199.55	20822500-56300	BUILDING MAINT. & REPAIR	\$199.55
	15349559	OXYGEN & MISCELLANEOUS AS NEED	\$28.85	80026130-54100	SUPPLIES	\$28.85
	15182411	OXYGEN & MISCELLANEOUS AS NEED	\$29.60	80026130-54100	SUPPLIES	\$29.60
	15083712	OXYGEN & MISCELLANEOUS AS NEED	\$50.95	80026130-54100	SUPPLIES	\$50.95
	15443471	OXYGEN & MISCELLANEOUS AS NEED	\$98.79	80026130-54100	SUPPLIES	\$98.79
				Vendor Total:		\$407.74
NFP NATIONAL ACCOUNT SERVICES	17-06 NFP	JUNE 2017 NFP INSURANCE	\$2,978.34	20700000-20523	P/R DEDUCT-LTD	\$2,681.34
				20700000-20512	REMIF LIFE	\$33.00
				20700000-20512	REMIF LIFE	\$264.00
				Vendor Total:		\$2,978.34
NICK KIRBY	DV 051617	EMPLOYEE REIMBURSEMENT	\$80.00	82024414-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$80.00
					Vendor Total:	\$80.00
NOR-CAL RECYCLED ROCK & AGGREGATES INC	13081	MISC ROCK & ROAD PATCH MATERIA	\$727.23	10024220-54125	PW - TRAFFIC PAINT	\$352.96
				82024414-54100	SUPPLIES	\$374.27
				Vendor Total:	\$727.23	
NORTHERN AGGREGATES INC	53238	MISC ROCK & SAND AS NEEDED	\$995.00	84024425-52100	CONTRACTED SERVICES	\$995.00
					Vendor Total:	\$995.00
ONE SOURCE EQUIPMENT LP	34547	MACHINERY AND HARDWARE, INDUST	\$13,588.78	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$14.65)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$58.61)
				82024411-80100	MACHINERY & EQUIPMENT	\$981.72
				82024411-80100	MACHINERY & EQUIPMENT	\$13,588.78

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ONE SOURCE EQUIPMENT LP	34547	MACHINERY AND HARDWARE, INDUST	\$13,588.78	90000000-23028	MEASURE Y DISTRICT TAX	(\$58.61)
				90000000-23013	STATE USE TAX LIABILITY	(\$849.85)
				Vendor Total:		\$13,588.78
ONE TIME PAY VENDOR	DV052517	SEWER REFUND	\$4,078.35	20513300-59400	BAD DEBT EXPENSE	\$4,078.35
	DV051817	REFUND CO-ED SOFTBALL	\$80.00	10022822-44915	RECREATION PROGRAM INCOME	\$80.00
	115543-1	UTILITIES REFUND	\$113.24	90100000-10421	UTILITY RECEIVABLES CLEARING	\$113.24
	Vendor Total:		\$4,271.59			
ONESOURCE DISTRIBUTORS LLC	S5496601.001	SUPPLIES AS NEEDED	\$86.30	80000000-12104	INVENTORY - PURCHASES	\$0.40
				80000000-12104	INVENTORY - PURCHASES	\$86.30
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.40)
	S5471955.001	SUPPLIES AS NEEDED	\$121.72	80000000-12104	INVENTORY - PURCHASES	\$0.56
				80000000-12104	INVENTORY - PURCHASES	\$121.72
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.56)
	S5487021.001	SUPPLIES AS NEEDED	\$198.57	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.92)
				80026120-54102	SMALL TOOLS	\$0.92
				80026120-54102	SMALL TOOLS	\$198.57
Vendor Total:		\$406.59				
OPERATING ENGINEER PUBLIC& MISC EMPLOYEES	86138 MAY 2017	JUNE 2017 HEALTH INSURANCE	\$1,687.00	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$1,687.00
				Vendor Total:		\$1,687.00
PACE SUPPLY CORPORATION	0238668710	MISCELLANEOUS ITEMS AS NEEDED	\$8.61	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.04)

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
PACE SUPPLY CORPORATION	0238668710	MISCELLANEOUS ITEMS AS NEEDED	\$8.61	84024421-56120	EQUIPMENT MAINTENANCE & REPAIR	\$0.08
				84024421-56120	EQUIPMENT MAINTENANCE & REPAIR	\$8.61
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.04)
	023871147	MISCELLANEOUS ITEMS AS NEEDED	\$36.94	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.17)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.17)
				82024414-54100	SUPPLIES	\$0.34
	023876570	MISCELLANEOUS ITEMS AS NEEDED	\$37.20	82024414-54100	SUPPLIES	\$36.94
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.17)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.17)
	023866304	MISCELLANEOUS ITEMS AS NEEDED	\$60.16	82024414-54100	SUPPLIES	\$0.34
				82024414-54100	SUPPLIES	\$37.20
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.28)
	023879056	MISCELLANEOUS ITEMS AS NEEDED	\$99.97	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.28)
				82024414-54100	SUPPLIES	\$0.56
				82024414-54100	SUPPLIES	\$60.16
	023851311-1	MISCELLANEOUS ITEMS AS NEEDED	\$226.84	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.47)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.47)
				80026110-54100	SUPPLIES	\$0.94
				80026110-54100	SUPPLIES	\$99.97
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.06)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$1.06)
				82024414-54100	SUPPLIES	\$2.12

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
PACE SUPPLY CORPORATION	023851311-1	MISCELLANEOUS ITEMS AS NEEDED	\$226.84	82024414-54100	SUPPLIES	\$226.84
	023871162	MISCELLANEOUS ITEMS AS NEEDED	\$316.06	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.48)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$1.48)
				84024421-54100	SUPPLIES	\$2.96
				84024421-54100	SUPPLIES	\$316.06
	023830595-1	MISCELLANEOUS ITEMS AS NEEDED	\$126.56	82000000-12104	INVENTORY - PURCHASES	\$126.56
	023830595-2	MISCELLANEOUS ITEMS AS NEEDED	\$193.79	82000000-12104	INVENTORY - PURCHASES	\$193.79
	023855272	MISCELLANEOUS ITEMS AS NEEDED	\$1,086.43	82000000-12104	INVENTORY - PURCHASES	\$1,086.43
	023808122-1	MISCELLANEOUS ITEMS AS NEEDED	\$26.54	82024414-54100	SUPPLIES	\$26.54
	Vendor Total:					\$2,219.10
PACIFIC ECORISK INC	13252	ENVIRONMENTAL AND ECOLOGICAL S	\$590.00	84024425-52100	CONTRACTED SERVICES	\$590.00
PACIFIC OUTFITTERS	1-314816	BINOC SCOPE	\$130.04	20524412-54100	SUPPLIES	\$130.04
PAMELA K STEWART	DV 051517	SEWER LATERAL REIMBURSEMENT	\$1,960.59	84424422-52100	CONTRACTED SERVICES	\$1,960.59
PERKOWSKI SCREEN PRINT	14856	COU LOGO APPAREL-FLEET MAINTENANCE	\$510.55	20324100-54100	SUPPLIES	\$510.55
	14895	COU LOGO APPAREL-ELECTRIC UTILITY	\$17.34	80026110-54100	SUPPLIES	\$17.34
	14896	COU LOGO APPAREL-ELECTRIC UTILITY	\$17.34	80026120-54100	SUPPLIES	\$17.34
	Vendor Total:					\$545.23
PETERSON CAT	PC060137334	PARTS & SERVICE REPAIRS AS NEE	\$206.48	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.96)

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
PETERSON CAT	PC060137334	PARTS & SERVICE REPAIRS AS NEE	\$206.48	10024220-56130	EXTERNAL SERVICES	\$1.92
				10024220-56130	EXTERNAL SERVICES	\$206.48
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.96)
	PC060137333	PARTS & SERVICE REPAIRS AS NEE	\$313.50	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.46)
				10024220-56130	EXTERNAL SERVICES	\$2.92
				10024220-56130	EXTERNAL SERVICES	\$313.50
				90000000-23028	MEASURE Y DISTRICT TAX	(\$1.46)
	PC060137700	PARTS & SERVICE REPAIRS AS NEE	\$108.89	10520210-56130	EXTERNAL SERVICES	\$0.50
				10520210-56130	EXTERNAL SERVICES	\$108.89
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.50)
	PC060137562	PARTS & SERVICE REPAIRS AS NEE	\$109.39	10520210-56130	EXTERNAL SERVICES	\$109.39
	PC060137458	PARTS & SERVICE REPAIRS AS NEE	\$142.23	10520210-56130	EXTERNAL SERVICES	\$142.23
	Vendor Total:					\$880.49
PETERSON TRUCKS INC	270531P	PARTS AS NEEDED	\$84.31	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$15.41
				84024421-56130	EXTERNAL SERVICES	\$68.90
	270815P	PARTS AS NEEDED	\$107.85	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$68.25
				10520210-56130	EXTERNAL SERVICES	\$39.60
	271277P	PARTS AS NEEDED	\$18.50	10520210-56130	EXTERNAL SERVICES	\$18.50
	270535P	PARTS AS NEEDED	\$81.42	10521210-56130	EXTERNAL SERVICES	\$81.42
	270292PX1	PARTS AS NEEDED	\$3.65	20324100-56130	EXTERNAL SERVICES	\$3.65
	70776P	PARTS AS NEEDED	\$35.08	84024421-56130	EXTERNAL SERVICES	\$35.08

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail					
PETERSON TRUCKS INC	268630P	PARTS AS NEEDED	\$56.70	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.26)			
				20324100-58510	REIMBRABLE JOBS	\$0.26			
				20324100-58510	REIMBRABLE JOBS	\$56.70			
				Vendor Total:		\$387.51			
PG&E CO	APR 17 3822	UTILITIES	\$8,280.61	84024425-55200	PG&E	\$4,040.36			
				10022100-55210	UTILITIES	\$41.67			
				10022300-55210	UTILITIES	\$8.11			
				20822500-55210	UTILITIES	\$1,396.55			
				69122700-55210	UTILITIES	\$90.16			
				70024500-55210	UTILITIES	\$541.07			
				73022600-55210	UTILITIES	\$136.24			
				73022600-55210	UTILITIES	\$185.67			
				77725200-55210	UTILITIES	\$44.84			
				82024411-55210	UTILITIES	\$1,713.44			
				84024421-55210	UTILITIES	\$82.50			
				APR 17	GAS AND ELECTRIC SERVICES	\$58.37	20822500-55210	UTILITIES	\$58.37
				Vendor Total:		\$8,338.98			
	PMI	10025416	REVOLUTION RECORDER	\$12,026.88	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$55.66)		
90000000-23028					MEASURE Y DISTRICT TAX	(\$55.66)			
80026130-54102					SMALL TOOLS	\$55.66			
80026130-54102					SMALL TOOLS	\$3,254.15			
80026130-54100					SUPPLIES	\$55.66			

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
PMI	I0025416	REVOLUTION RECORDER	\$12,026.88	80026130-54100	SUPPLIES	\$8,772.73
					Vendor Total:	\$12,026.88
POTTER VALLEY CAFE	170509	CATERING	\$1,243.22	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$4.63)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$4.63)
				73022600-54100	SUPPLIES	\$9.26
				73022600-54100	SUPPLIES	\$1,243.22
					Vendor Total:	\$1,243.22
POWER INDUSTRIES INC	731712	SUPPLIES AS NEEDED	\$109.08	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$0.51
				84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$109.08
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.51)
					Vendor Total:	\$109.08
PRINCIPAL LIFE	17-05 UVFD PRIN LIFE	MAY 2017 UVFD DENTAL & LIFE	\$790.37	20700000-20661	UVFD HEALTH INS	\$790.37
					Vendor Total:	\$790.37
REDDING RECORD SEARCHLIGHT	1478704	EMPLOYMENT ADVERTISING	\$195.20	80026400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$195.20
	1479519	EMPLOYMENT ADVERTISING	\$450.00	80026400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$450.00
					Vendor Total:	\$645.20
REDWOOD COAST FUELS	1840709	CARDLOCK FUEL PURCHASES	\$47.14	10024220-56130	EXTERNAL SERVICES	\$47.14
	1841309	CARDLOCK FUEL PURCHASES	\$6,185.26	10022100-56210	FUEL & FLUIDS	\$624.82
				10024210-56210	FUEL & FLUIDS	\$16.77
				10024220-56210	FUEL & FLUIDS	\$980.70

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
REDWOOD COAST FUELS	1841309	CARDLOCK FUEL PURCHASES	\$6,185.26	10520210-56210	FUEL & FLUIDS	\$147.36
				10520210-56210	FUEL & FLUIDS	\$2,196.00
				10520224-56210	FUEL & FLUIDS	\$106.31
				20324100-56210	FUEL & FLUIDS	\$152.11
				20524412-56210	FUEL & FLUIDS	\$22.07
				20822500-56210	FUEL & FLUIDS	\$57.09
				80026400-56210	FUEL & FLUIDS	\$780.57
				82024411-56210	FUEL & FLUIDS	\$233.17
				82024414-56210	FUEL & FLUIDS	\$16.76
				82024414-56210	FUEL & FLUIDS	\$86.82
				82024414-56210	FUEL & FLUIDS	\$322.96
				84024421-56210	FUEL & FLUIDS	\$16.76
				84024421-56210	FUEL & FLUIDS	\$73.95
				84024421-56210	FUEL & FLUIDS	\$275.11
				84024425-56210	FUEL & FLUIDS	\$75.93
	0069761	CARDLOCK FUEL PURCHASES	\$618.30	20824300-56210	FUEL & FLUIDS	\$618.30
	1845228	CARDLOCK FUEL PURCHASES	\$714.68	20324100-58410	GARAGE LUBRICANTS & PARTS	\$714.68
Vendor Total: -----						\$7,565.38
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	17-06 HEALTHCOMP	JUNE 2017 REMIF MEDICAL DENTAL & VISION INS PREM	\$216,596.60	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$491.40
				20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$2,312.00
				20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$14,963.00
				20700000-20520	P/R DEDUCT.- MEDICAL INS	\$182,850.00

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	17-06 HEALTHCOMP	JUNE 2017 REMIF MEDICAL DENTAL & VISION INS PREM	\$216,596.60	20700000-20510	REMIF DENTAL	\$13,323.00
				20700000-20511	REMIF VISION	\$2,657.20
	17-05 EAP	JUNE 2017 REMIF EAP INSURANCE	\$489.60	20112400-52525	WORKER'S COMP. EXPENSE	\$489.60
	Vendor Total:					\$217,086.20
REDWOOD TREE SERVICE STATIONS INC	APR-17	CAR WASHES & INTERIOR CLEANING	\$130.00	10520210-56130	EXTERNAL SERVICES	\$16.00
				10520210-56130	EXTERNAL SERVICES	\$21.00
				10520210-56130	EXTERNAL SERVICES	\$21.00
				10520210-56130	EXTERNAL SERVICES	\$24.00
				10520210-56130	EXTERNAL SERVICES	\$24.00
				10520210-56130	EXTERNAL SERVICES	\$24.00
Vendor Total:					\$130.00	
RICHARD SEANOR	TR 5/11/17	TRAVEL REIMBURSEMENT	\$20.00	10024224-57100	CONFERENCE & TRAINING	\$20.00
					Vendor Total:	
RINO PACIFIC	CL18516	FUEL AS NEEDED	\$76.11	82024414-56210	FUEL & FLUIDS	\$41.10
				84024421-56210	FUEL & FLUIDS	\$35.01
	CL18394	FUEL AS NEEDED	\$159.00	82024414-56210	FUEL & FLUIDS	\$85.86
				84024421-56210	FUEL & FLUIDS	\$73.14
Vendor Total:					\$235.11	
SAGE SANGIACOMO	DV 051617	EMPLOYEE REIMBURSEMENT	\$400.00	10012100-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$400.00
					Vendor Total:	

List of Checks Presented for Approval on 5/26/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
SILVA SEPTIC INC	67772	PORTABLE RESTROOM RENTAL	\$184.24	10024220-54120	PW - SPECIAL SUPPLIES	\$184.24
					Vendor Total:	\$184.24
SWAN ENTERTAINMENT	DV 051817	TAINTED LOVE BEST OF 80'S LIVE	\$3,500.00	90000000-23226	CONCERT SERIES	\$3,500.00
					Vendor Total:	\$3,500.00
TEKLEEN AUTOMATIC FILTERS INC	23525	SUPPLIES AS NEEDED	\$405.15	80026330-54100	SUPPLIES	\$405.15
					Vendor Total:	\$405.15
THE BANK OF NEW YORK MELLON	252--2021118	ADMINISTRATION FEES	\$50.00	96695604-52500	TRUSTEE FEES	\$50.00
					Vendor Total:	\$50.00
THE OKONITE COMPANY	33899	ELECTRICAL EQUIPMENT AND SUPPL	\$18,736.95	80000000-12104	INVENTORY - PURCHASES	\$18,736.95
					Vendor Total:	\$18,736.95
THOMAS KITA	DV051717	BOOT REIMBURSEMENT	\$140.89	20524412-54100	SUPPLIES	\$140.89
					Vendor Total:	\$140.89
THOMPSON'S PARTY RENTALS	01-022411-03	MISC PARTY RENTALS & SUPPLIES	\$180.15	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.84)
				73022600-54100	SUPPLIES	\$0.84
				73022600-54100	SUPPLIES	\$180.15
					Vendor Total:	\$180.15
THURSTON CHEVROLET TOYOTA SCION	199056	PARTS & SERVICE REPAIRS AS NEE	\$53.61	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.25)
				10520224-56130	EXTERNAL SERVICES	\$0.50
				10520224-56130	EXTERNAL SERVICES	\$53.61
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.25)

List of Checks Presented for Approval on 5/26/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
THURSTON CHEVROLET TOYOTA SCION	198818	PARTS & SERVICE REPAIRS AS NEE	\$143.34	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.67)
				10520210-56130	EXTERNAL SERVICES	\$1.34
				10520210-56130	EXTERNAL SERVICES	\$143.34
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.67)
				Vendor Total:		\$196.95
TIM POMA	DV 051617	EMPLOYEE REIMBURSEMENT	\$168.54	90000000-23226	CONCERT SERIES	\$29.00
				90000000-23235	MOVIES IN THE PLAZA	\$139.54
				Vendor Total:		\$168.54
TUFTS POLYGRAPH & INVESTIGATION	2017-327(A)	INVESTIGATION SERVICES	\$650.00	10016100-54161	HR - BACKGROUND & PHYSICALS	\$650.00
				Vendor Total:		\$650.00
UKIAH DAILY JOURNAL	DV 051517	UDJ SUBSCRIPTION RENEWAL-52 WEEKS	\$150.81	10012400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$150.81
				Vendor Total:		\$150.81
UKIAH VALLEY MEDICAL CENTER	1744	APRIL 2017--PRE-EMPLOYMENT & EMPLOYEE EXAMS	\$2,300.28	10520210-52100	CONTRACTED SERVICES	\$1,199.37
				10016100-54161	HR - BACKGROUND & PHYSICALS	\$1,100.91
				Vendor Total:		\$2,300.28
UNITED SITE SERVICES	114-5232200	PORTABLE TOILET RENTAL	\$249.22	10022100-52100	CONTRACTED SERVICES	\$249.22
	114-5265392	PORTABLE TOILET RENTAL	\$225.19	10022832-54100	SUPPLIES	\$225.19
	114-5265393	PORTABLE TOILET RENTAL	\$225.19	10022832-54100	SUPPLIES	\$225.19
				Vendor Total:		\$699.60

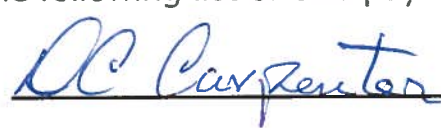
List of Checks Presented for Approval on 5/26/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
US POST OFFICE	DV 051817	POSTAGE PERMIT #243	\$236.16	10022850-54100	SUPPLIES	\$236.16
					Vendor Total:	\$236.16
VALLEY PAVING	17/028	FIELD MAINTENANCE SOFTBALL COM	\$2,000.00	90000000-23236	FIELD SIGNAGE FEES	\$2,000.00
					Vendor Total:	\$2,000.00
WAGeworks INC	INV 148670	SEC 125 ADMIN FEES	\$175.00	10016100-52151	AFLAC & PERS INSUR ADMIN FEES	\$175.00
					Vendor Total:	\$175.00
WEST YOST ASSOCIATED	2032076	RRWA EXECUTIVE DIRECTOR SVCS	\$45,421.58	91190100-52100	CONTRACTED SERVICES	\$1,867.00
				91190100-52100	CONTRACTED SERVICES	\$21,076.19
				91190100-52100	CONTRACTED SERVICES	\$22,478.39
					Vendor Total:	\$45,421.58
WESTERN WATER CONSTRUCTORS INC	49257	Contract 1516202 retainage 05/19/2017 to	\$15,207.50	82200000-20150	AP CONTRACT RETAINAGE	\$6,632.50
				82200000-20150	AP CONTRACT RETAINAGE	\$8,575.00
					Vendor Total:	\$15,207.50
WYATT IRRIGATION CO	228243-00	PARTS & MISC SUPPLIES AS NEEDED	\$71.94	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.34)
				10022100-54100	SUPPLIES	\$0.34
				10022100-54100	SUPPLIES	\$71.94
					Vendor Total:	\$71.94
ZACK'S RESTAURANT & CATERING INC	INV 042917	CATERING	\$4,389.19	73022600-54100	SUPPLIES	\$4,389.19
					Vendor Total:	\$4,389.19
INVOICE TOTAL:						\$439,229.22

List of Checks Presented for Approval on 5/4/2017

The following list of bills payable was reviewed and approved for payment.

 
Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
AFLAC	989119	UVFD AFLAC	\$73.70	20700000-20656	UVFD AFLAC	\$73.70
					Vendor Total:	\$73.70
AT&T	000009477899	UVFD TELEPHONE	\$14.41	91500000-55100	TELEPHONE	\$14.41
	UVFD9477898	TELEPHONE	\$37.54	91500000-55100	TELEPHONE	\$37.54
	APRIL 17	FAX FOR SOUTH STATION	\$67.37	91500000-55100	TELEPHONE	\$67.37
					Vendor Total:	\$119.32
FEDERAL EXPRESS	5-777-76619	UVFD SHIPPING CHARGES	\$12.52	91500000-54101	POSTAGE	\$12.52
					Vendor Total:	\$12.52
GOLDEN STATE RISK	ANC041517-16	UVFD VISION	\$105.86	20700000-20661	UVFD HEALTH INS	\$105.86
					Vendor Total:	\$105.86
MANAGED HEALTH NETWORK	PRM-006299	UVFD MHN EAP	\$120.96	20700000-20661	UVFD HEALTH INS	\$120.96
					Vendor Total:	\$120.96
MASSEY SMALL ENGINE REPAIR	986607	FUEL	\$48.49	91500000-56210	FUEL & FLUIDS	\$48.49
	986608	FUEL AN D MIXED OIL	\$59.17	91500000-56210	FUEL & FLUIDS	\$59.17
					Vendor Total:	\$107.66
MENDO MILL & LUMBER CO	K63364/1	SUPPLIES	\$14.40	91500000-54100	SUPPLIES	\$14.40

List of Checks Presented for Approval on 5/4/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
MENDO MILL & LUMBER CO	K62869/1	SUPPLIES	\$48.48	91500000-54100	SUPPLIES	\$48.48
	K623525/1	SUPPLIES	\$95.13	91500000-54100	SUPPLIES	\$95.13
Vendor Total:						\$158.01
NICK BARBIERI TRUCKING LLC	1838711	FUEL AS NEEDED	\$1,008.61	91500000-56210	FUEL & FLUIDS	\$1,008.61
Vendor Total:						\$1,008.61
PUBLIC SERVICE DEPARTMENT	MARCH 17	SEWER SERVICE - LOVERS LANE STATION	\$79.87	91500000-55210	UTILITIES	\$79.87
	MARCH17	SEWER SERVICE - SOUTH STATION	\$125.97	91500000-55210	UTILITIES	\$125.97
Vendor Total:						\$205.84
RESPECTECH	33193	PHONE SYSTEM SERVICE AND LEASE	\$112.50	91500000-52100	CONTRACTED SERVICES	\$112.50
Vendor Total:						\$112.50
ROGINA WATER COMPANY	APRIL 17	WATER SERVICES - TALMAGE RD	\$24.00	91500000-55210	UTILITIES	\$24.00
Vendor Total:						\$24.00
UKIAH AUTO PARTS	994403	AIR FILTER AND BATTERY	\$59.31	91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$59.31
Vendor Total:						\$59.31
UKIAH DAILY JOURNAL	17-41448	ANNUAL SUBSCRIPTION	\$150.13	91521400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$150.13
Vendor Total:						\$150.13
UKIAH TROPHIES & GIFTS	829414.2	PASSPORT TAGS FOR STRUCTURAL & WILDLAND HELMETS	\$204.96	91500000-54100	SUPPLIES	\$204.96
Vendor Total:						\$204.96
US BANK CORPORATE PAYMENT SERVICES	APRIL 17	CAL CARD PURCHASES	\$1,699.16	91500000-54100	SUPPLIES	\$1,699.16
Vendor Total:						\$1,699.16

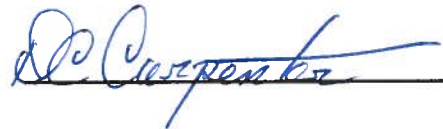
List of Checks Presented for Approval on 5/4/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail	
WILLOW COUNTY WATER DIST	APRIL 17	WATER SERVICES - SOUTH STATION	\$15.64	91500000-55210	UTILITIES
					\$15.64
Vendor Total:					\$15.64
INVOICE TOTAL:					\$4,178.18

List of Checks Presented for Approval on 5/11/2017

The following list of bills payable was reviewed and approved for payment.

 
Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
CITY CLERKS ASSOC	2212	REGISTRATION	\$40.00	91521400-57100	CONFERENCE & TRAINING	\$40.00
	2211	MEMBERSHIP DUES	\$130.00	91521400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$130.00
					Vendor Total:	\$170.00
INTERSTATE BATTERIES	1713703014900	BATTERIES	\$101.14	91500000-54100	SUPPLIES	\$101.14
					Vendor Total:	\$101.14
JUSTIN BUCKINGHAM	050317	UNIFORM REIMBURSEMENT	\$180.39	91500000-51270	UNIFORM ALLOWANCE	\$180.39
					Vendor Total:	\$180.39
MENDO MILL & LUMBER CO	K63675/1	PHONE REPAIR SUPPLIES	\$16.31	91500000-54100	SUPPLIES	\$16.31
	K63526/1	EPOXY, BOLTS, AND FASTENERS	\$37.73	91500000-54100	SUPPLIES	\$37.73
					Vendor Total:	\$54.04
MILLVIEW COUNTY WATER DISTRICT	MAY 17	WATER SERVICE FOR LOVERS LANE	\$53.64	91500000-55210	UTILITIES	\$53.64
					Vendor Total:	\$53.64
PG&E CO	UVFD MAY.17	TALMAGE GAS AND ELECTRIC SERVICES	\$35.85	91500000-55200	PG&E	\$35.85
	UVFD MAY 17	SOUTH STATION GAS AND ELECTRIC SERVICES	\$907.19	91500000-55200	PG&E	\$907.19
					Vendor Total:	\$943.04

List of Checks Presented for Approval on 5/11/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
PROSPECTOR FUND	JUNE 17	TALMAGE STATION LOAN	\$2,300.00	91500000-52600	RENT	\$2,300.00
Vendor Total:						\$2,300.00
SAVINGS BANK OF MENDOCINO COUNTY	JUNE 17	LOVERS LANE LOAN PAYMENT	\$1,945.41	91500000-52600	RENT	\$1,945.41
Vendor Total:						\$1,945.41
SCOTT'S PPE RECON INC	33047	UNIFORM SUPPLIES	\$90.50	91500000-54100	SUPPLIES	\$90.50
Vendor Total:						\$90.50
SMARTSIGN	HHS-23128	VINYL LABLES	\$56.40	91500000-54100	SUPPLIES	\$56.40
Vendor Total:						\$56.40
WASTE MANAGEMENT	2704382-2561-6	NORTH STATION GARBAGE SERVICE	\$54.70	91500000-55210	UTILITIES	\$54.70
	2704384-2561-2	SOUTH STATION GARBAGE SERVICE	\$54.70	91500000-55210	UTILITIES	\$54.70
Vendor Total:						\$109.40
WITMER PUBLIC SAFETY GROUP	E1585197.001	WILDLAND HELMET	\$50.39	91500000-54100	SUPPLIES	\$50.39
Vendor Total:						\$50.39
INVOICE TOTAL:						\$6,054.35

List of Checks Presented for Approval on 5/18/2017

The following list of bills payable was reviewed and approved for payment.



Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
AT&T	UVFD9631476	TELEPHONE	\$14.44	91500000-55100	TELEPHONE	\$14.44
	UVFD9631475	TELEPHONE	\$37.62	91500000-55100	TELEPHONE	\$37.62
Vendor Total:						\$52.06
BLACK SMOKE APPAREL LLC	1826	MOUNTING BRACKETS	\$945.39	91521400-54330	COMPUTER AND TECHNOLOGY	\$945.39
Vendor Total:						\$945.39
VERIZON WIRELESS	UVFD97831393 70	CELLULAR PHONES	\$154.24	91500000-55100	TELEPHONE	\$154.24
Vendor Total:						\$154.24
INVOICE TOTAL:						\$1,151.69



ITEM NO.: 7b

MEETING DATE: June 21, 2017

AGENDA SUMMARY REPORT

SUBJECT: NOTIFICATION OF PUBLISHING SERVICES BY *UKIAH DAILY JOURNAL* FOR FISCAL YEAR 2017/2018, IN THE AMOUNT OF \$6.25 PER COLUMN INCH FOR THE FIRST INSERTION AND \$4.26 PER COLUMN INCH FOR EACH SUBSEQUENT INSERTION OF THE SAME ADVERTISEMENT

Summary: Council is given the notification of the 2017/2018 legal publishing service rates from the Ukiah Daily Journal.

Background: As the *Ukiah Daily Journal* is the only newspaper that qualifies for the designation as “a newspaper having general circulation” in Ukiah, a formal process requesting bids for legal publishing services was not used.

Discussion: The *Ukiah Daily Journal* submitted a letter outlining its proposed 2017/2018 fiscal year contract rates for legal advertising with the City of Ukiah (Attachment #1). There is no increase from the 2016/2017 rates. The proposal is \$6.25 for the first run, and \$4.26 per column inch for additional insertions, remaining the same as the last seven years. Upon approval by the City Council, Staff will issue a Purchase Order to the Ukiah Daily Journal for legal advertising costs.

FISCAL IMPACT:				
Budgeted Amount in 16-17 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
\$9,500	Legal Advertising	1011100.52150	Yes ☒ No ☐	1516-221

RECOMMENDED ACTION(S): Receive and approve notification/agreement of the legal publishing services of *Ukiah Daily Journal* for fiscal year 2017/2018, in the amount of \$6.25 per column inch for the first issue and \$4.26 per column inch for additional issues.

ALTERNATIVES: N/A

Citizens advised: N/A
Requested by: N/A
Prepared by/Contact: Kristine Lawler, City Clerk
Coordinated with: Mary Horger, Purchasing Supervisor
Presenter: Ashley Cocco, Deputy City Clerk
Attachment: 1. Proposal letter from *Ukiah Daily Journal* dated June 12, 2017

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 Ukiah DAILY JOURNAL

Attachment #1

The Ukiah Daily Journal
617 S. State St.
Ukiah, CA 95482

June 12, 2017

Kristine Lawler
City of Ukiah
463-6213
Ukiah, California 95482

Dear Kristine Lawler,

This letter serves as our proposed rate structure between the Ukiah Daily Journal and the City of Ukiah for legal advertising for the period of July 1, 2017 to June 30, 2018.

The Legal Advertising rates for the City of Ukiah will remain the same, as the past years, at \$6.25 per column inch for the first insertion and \$4.26 per column inch for each subsequent insertion of the same advertisement.

In addition to the following guidelines, all contract terms, conditions and general information specified on The Ukiah Daily Journal's current rate card (available online) apply to this agreement between The Ukiah Daily Journal and the City of Ukiah:

Errors and omissions: The Ukiah Daily Journal is liable only for the cost of the space containing an error and is not responsible for costs associated with omissions. Legal ads received and published after established deadlines will not be eligible for credit or a re-run in case of error.

Copy Acceptance: copy for legal ads will be accepted from printed copy, via email (as a text attachment only), on a CD (in text format only), and via fax.

Proofs will be made available for copy received before deadline upon request. Second requests for tear sheets after 30 days from publication are to be provided by electronic means (adobe PDF format). These will incur an additional charge of \$5 per request.

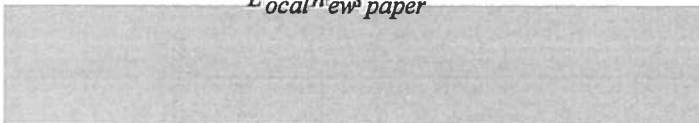
Requests for ads to run after published deadline will be considered as space and time allows, with no guarantee of publication. Cancellations: Ads canceled after published deadlines will incur a 25% cancellation penalty, if indeed we have not printed said ad, in those cases the charges will stand.

Advertiser must notify The Ukiah Daily Journal within 30 days of receipt of bill of any discrepancies. The bill will be due in full 15 days upon receipt. Finance charges will not be waived for amounts due over 60 days. Any previous contracted terms expire 30 days after the date of this notice.

Thank you,

Kevin McConnell
Publisher
The Ukiah Daily Journal

*Mendocino County's
Local news paper*





ITEM NO.: 7c

MEETING DATE: June 21, 2017

AGENDA SUMMARY REPORT

SUBJECT: ADOPT ORDINANCE AMENDING THE AIRPORT INDUSTRIAL BUSINESS PARK PLANNED DEVELOPMENT ZONING DESIGNATION FROM INDUSTRIAL/AUTOMOTIVE COMMERCIAL AND LIGHT MANUFACTURING/MIXED USE TO RETAIL COMMERCIAL

Summary: On June 7, 2017, the City Council conducted a public hearing and unanimously (by a 5-0 vote) introduced a zoning ordinance that would amend the Airport Industrial Business Park Planned Development ("AIP PD") zoning land use designation from Industrial/Automotive Commercial and Light Manufacturing/Mixed Use to Retail Commercial. Pursuant to Chapter 2, Article 20, Section 9265 of the Ukiah City Code, Staff recommends that Council adopt the Ordinance.

Background: As presented in the June 7, 2017, Staff Report, pursuant to City Code Section 9265(A), map and text amendments, including amendments to planned developments, are allowed with a rezoning approval. Costco's rezoning application proposes an amendment to the Airport Industrial Park Planned Development, rezoning of the land use designation of the site from Industrial/Auto Commercial and Light Manufacturing/Mixed Use to Retail Commercial.

AIP PD Ordinance 1146 includes the zoning requirements for property located within the boundaries of the AIP PD. In addition to the revision to the AIP PD Land Use Map, the text of AIP PD Ordinance 1146 has been revised to reflect the changes in the amount and location of land designated Retail Commercial, Industrial/Auto Commercial and Light Manufacturing/Mixed Use that would result from the proposed rezoning.

Recommendation: Adopt Ordinance (Attachment #1) rezoning the Airport Industrial Business Park Planned Development from Industrial/Auto Commercial and Light Manufacturing/Mixed Use to Retail Commercial.

FISCAL IMPACT:				
Budgeted Amount in 16-17 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): Adopt Ordinance amending Airport Industrial Business Park Planned Development.

ALTERNATIVES: Do not adopt ordinance; amend ordinance and provide direction to Staff.

Citizens advised: Publically noticed pursuant to Ukiah City Code.
Requested by: City Council
Prepared by/Contact: Craig Schlatter, Community Development and Planning Director
Coordinated with: Darcy Vaughn, Assistant City Attorney and Kevin Thompson, Planning Manager
Presenter: Craig Schlatter, Community Development and Planning Director
Attachment: 1. Ordinance of the City Council of the City of Ukiah Amending the Airport Industrial Park Planned Development

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

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING THE AIRPORT INDUSTRIAL PARK PLANNED DEVELOPMENT

The City Council of the City of Ukiah hereby ordains as follows:

Section One

The purpose of this amendment to the Airport Industrial Park (AIP) Planned Development Ordinance No, 1146, adopted on January 15, 2014, as revised by Ordinance No. 1173, adopted as an urgency ordinance on November 16, 2016, is to change the land use designation for 4.1 acres in the AIP from the Industrial/Automotive Commercial land use designation and 11.2 acres from the light Manufacturing/Mixed Use land use designation, totaling approximately 15.3 acres, to the Retail Commercial land use designation.

Section Two

The overall purpose of the Airport Industrial Park Planned Development is to provide for a coordinated development of compatible industrial, office, and commercial land uses, and to protect and preserve the pond and wetland area within the AIP. It details both allowed and permitted uses within each land use category, regulates nuisances, and provides development standards and design guidelines. The AIP Planned Development is consistent with the "Master Plan" land use designation for the property contained in the Ukiah General Plan.

Section Three

This ordinance also formally amends the *Land Use Map* (Exhibit "A") that illustrates which land use designations are assigned to the various properties throughout the Airport Industrial Park. The map shows 4.1 acres in the AIP formerly designated by Ordinance No. 1173 as an Industrial/Automotive Commercial land use designation and 11.2 acres formerly designated as a light Manufacturing/Mixed Use land use designation as a Retail Commercial land use designation. The land use designations apply to the 138-acre Airport Industrial Park in the following manner:

1. **Professional Office:** Applies to the northwest portion of the site, bounded by Talmage Road on the north, Airport Park Boulevard on the east, and Commerce Drive on the south (approximately 12.6 acres).
2. **Highway Commercial:** Applies only to the northeastern portion of the site, bounded by Talmage Road to the north, Airport Park Boulevard to the west, Highway 101 to the east, and the existing large commercial retail store property to the south (approximately 1.4 acres).
3. **Retail Commercial:** Applies to 13.44 acres north of Commerce Drive, and approximately 38.71 acres south of Commerce Drive, bounded by Airport Park Boulevard on the west, and Highway 101 on the east (approximately 52.3 acres).
4. **Industrial:** Applies to the property situated at the southern end of the Airport Industrial Park (approximately 18.3 acres).
5. **Industrial/Automotive Commercial:** Applies to approximately 3.9 acres east of Airport Park Boulevard between Retail Commercial designated lands located on the north and south ends of the Airport Industrial Park Planned Development. These approximately 3.9 acres include APNs 180-080-56, 180-080-60, 180-080-61.

6. **Light Manufacturing/Mixed-Use:** Applies to the lands west of Airport Park Boulevard south of Commerce Drive. Includes the (2) acres adjacent to and north of the existing Mendocino Brewing Company parcel, and the approximate one (1) acre west of and adjacent to the existing pond. It also includes the approximate 3.27 acres east of Airport Park Boulevard south of the Retail Commercial designated lands and north of the existing pond (approximately 32.8 acres).
7. **Open Space:** Applies to the +/- 2.47 acres of pond and wetlands east of Airport Park Boulevard in the southern portion of the Park.
8. **Roads and landscaping:** Approximately 14.2 acres.
9. **Total Acreage AIP:** Approximately 138 acres.

Section Six

The Airport Industrial Park Planned Development was originally approved by City Council Resolution No. 81-59 on March 4, 1981, embodied in Use Permit No. 81-39. It was amended and further articulated in 1991 when the City Council adopted Resolution No. 91-4. In 1992, the City Council adopted a revised Ordinance (929) to allow "General Commercial" in addition to the approved "Highway Oriented Commercial" land uses in the area bounded by Talmage Road on the north, Highway 101 on the east, Commerce Drive on the south, and Airport Park Boulevard on the west. This Ordinance also created the Planned Development Ordinance out of what was previously a Use Permit. On June 19, 1996, the City Council adopted Ordinance 964, which amended the AIP Planned Development to make it a more organized and useable set of regulations. On October 30, 1996, the Planned Development was amended again by the adoption of Ordinance 964, which created an Industrial/Automotive Commercial Land Use Designation for the 16 acres directly south of the home improvement center/hardware store facility east of Airport Park Boulevard. On April 2, 1997, the Planned Development was amended by the adoption of Ordinance 991, which permitted drive-thru restaurants on the lands designated as Highway Commercial. On November 3, 1999, the Ordinance was amended by Ordinance 1024 to designate the 32 acres south of Hastings Avenue and west of Airport Park Boulevard as Industrial/Mixed-Use. On September 6, 2000, the Ordinance was revised by Ordinance 1030 to list hotels and sit-down restaurants as "allowed" uses in the Professional Office Land Use Designation. On January 7, 2004, the Ordinance was amended by Ordinance 1051 to change the "Industrial Mixed Use" designation to "Light Manufacturing/Mixed Use," and to establish new standards for commercial, professional office, light manufacturing, and low density residential land uses in the Light Manufacturing/Mixed-Use area that are separate from those contained in Section "G" of this Ordinance. On August 1, 2007, the Ordinance was amended by Ordinance 1098 to change the land use designation on approximately 14.5 acres of land in the southern portion of the Airport Industrial Park Planned Development east of Airport Park Boulevard. Ordinance 1098 changed the land use designation of approximately 8 acres of land designated Industrial/Automotive Commercial to Light Manufacturing/Mixed Use, and changed the land use designation of approximately 6.5 acres designated Industrial to Light Manufacturing/Mixed Use. Ordinance 1146 adopted on January 15, 2014 changed the land use Designation on: 1) approximately 4.1 acres that was designated Industrial/Automotive Commercial to Retail Commercial; and 2) on approximately 11.2 acres of Light Manufacturing/Mixed Use to Retail Commercial in order to allow the development of the Costco Warehouse and Fueling Station Project. The change in the land use designations increased the amount of land designated Retail Commercial by +/- 15.3 acres and decreased the amount of land designated Industrial/Auto Commercial by +/- 4.1 acre. It also decreased the amount of land designated Light Manufacturing/Mixed Use +/- 11.2 by acres respectively. These latter designations were rescinded on November 16, 2016, by Ordinance No. 1173 to comply with the writ of mandate issued in *Citizens for Safety First v. City of Ukiah*. By the adoption of this Ordinance those land use designations are restored to the Retail Commercial land use designation.

Section Seven

Airport Industrial Park Planned Development, as amended herein, provides a mixture of industrial, commercial, low density residential, office, and open space land uses within a Planned Development (PD), consistent with the City of Ukiah General Plan Master Plan land use designation.

Section Eight

The Development Map (Generalized Land Use Map) for this Planned Development, as well as the design guidelines and development standards constitute the Concept Development Plan, as required by Article 14, Chapter 2 (Zoning) of the Ukiah Municipal Code. The Development Map (Generalized Land Use Map) attached as Exhibit "A", is approved. The Traffic Circulation Plan for this Planned Development is discussed in Section "I" on page 24, and the Circulation Map, attached as Exhibit "B", is approved.

Section Nine

Development standards not addressed in the Planned Development regulations shall be those specified in the City of Ukiah Zoning Code.

Section Ten

Amendment to this ordinance requires City Council action. All Major Variance, Use and Site Development Permits for proposed developments within the Airport Industrial Park require City Planning Commission review and action. Minor permits are subject to the review and action by the City Zoning Administrator. Decisions on Major and Minor Variance, Site Development and Use Permits made by the City Planning Commission or Zoning Administrator are appealable to the City Council pursuant to section 9266 of the Ukiah Municipal Code.

Section Eleven

Some small commercial land uses may be permitted on the Industrial designated land if they are primarily intended to provide commercial type services to employees within the Airport Industrial Park.

Section Twelve

This version of the Airport Industrial Park (AIP) Planned Development supersedes all past versions, and shall govern and regulate the growth and development within the AIP.

Section Thirteen

The regulations for this Planned Development, as required in Article 14, Chapter 2 (Zoning), of the Ukiah Municipal Code are as follows:

A. INDUSTRIAL DESIGNATION

1. Allowed Uses

The following industrial uses are allowed in the Industrial designation with the securing of a Site Development Permit.

- a. Manufacturing - activities or operations involving the processing, assembling, blending, packaging, compounding, or fabrication of previously prepared materials or substances into new products.
- b. Warehouse and Distribution Activities - includes warehousing, and storage not available to the general public; warehousing and distribution activities associated with manufacturing, wholesaling, or non-retail business uses; delivery and transfer services; freight forwarding; moving and storage; distribution terminals for the assembly and breakdown of freight; or other similar use involving shipping, warehousing, and distribution activities.

Attachment #1

- c. Wholesaling and Related Uses - includes establishments engaged in wholesale trade or warehousing activities including maintaining inventories of goods; assembling, sorting, and grading goods into large lots; breaking bulk and redistribution in smaller lots; selling merchandise to retailers, industrial, commercial, institutional, or business users, or other wholesalers.
- d. Contractor's Offices - includes business office for building, plumbing, electrical, roofing, heating, air conditioning, and painting contractors including storage of incidental equipment and supplies.
- e. Agricultural - allowed as a continuation of the existing land use, including all necessary structures and appurtenances.
- f. Research and Development Laboratories, and computer and data processing.
- g. Accessory Uses and Structures - activities such as administrative offices and warehouses which are related and ancillary to an allowed use. Ancillary structures containing ancillary uses shall be located on the same parcel as the primary use/structure, and shall not exceed 25% of the gross floor area of structure(s) containing the primary use.

2. Permitted Uses

The following small commercial, business support, and repair service land uses may be permitted in the Industrial land use designation with the securing of a Use Permit, provided they are situated on a parcel no larger than one-half acre in size, and do not exceed 20 percent of the total land dedicated to the Industrial Land Use Designation:

- a. Delicatessen, sandwich shop, or small sit-down restaurant (no drive-thru restaurants shall be permitted).
- b. Small grocery or convenience store.
- c. Banking facility.
- d. Child day-care facility.
- e. Industrial and business support services - establishments primarily engaged in providing services to business and industry, such as blueprinting and photocopying, janitorial and building maintenance, equipment rental and leasing, medical labs, commercial testing laboratories and answering services.
- f. Public Facilities - includes all public and quasi-public facilities such as utility substations, post offices, fire stations, and government offices.
- g. Repair Services - includes repair services such as radio and television, furniture, automotive repair, body and fender shops.
- h. Communication Installations - includes radio and television stations, telegraph and telephone offices, cable T.V., and microwave stations.

B. PROFESSIONAL OFFICE DESIGNATION

1. Purpose

The purpose of the Professional Office Land Use Designation is to provide opportunity for a variety of business and professional offices, as well as a limited number of highway commercial land uses. Land uses such as child care facilities, delicatessens, and small

retail stores and shops are intended to be ancillary components to professional office development projects, and the limited highway commercial land uses.

2. General Requirements

- a. Child care facilities, delicatessens, and small commercial retail stores and shops shall not exceed 20 percent of the total developable square footage of any one parcel. The resulting square footage that comprises this 20 percent shall only be developed with individual store/shop spaces that do not exceed 2,000 square feet in size.

3. Allowed Uses

The following uses are allowed in the Professional Office designation with the securing of a Site Development Permit:

- a. Professional and business offices such as accountants, engineers, architects, landscape architects, surveyors, attorneys, advertising, consultants, bookkeeping, medical and dental offices, and other similar activities.
- b. Business and office support services - includes services such as branch banks, savings and loan, credit unions, insurance brokers, real estate sales, blueprinting and photocopying and answering services.
- c. Child day-care facility.
- d. Retail commercial in the built-out northwest portion of this area outside the boundaries of the Redwood Business Park.
- e. Hotels and sit-down restaurants (no drive-thru restaurants).

4. Permitted Uses

The following uses are permitted in the Professional Office Designation with the securing of a Use Permit:

- a. Delicatessen and sandwich shop.
- b. Small grocery or convenience store.
- c. Small retail commercial stores and shops of 2,000 square feet or less, and in combination not exceeding 20 percent of the total developable square footage on a parcel.

C. HIGHWAY COMMERCIAL DESIGNATION

1. Allowed Uses

The following uses are allowed in the Highway Commercial designation with the securing of a Site Development Permit:

- a. Businesses such as motels, sit-down and drive-thru restaurants, service stations, and other similar uses that provide services and merchandise primarily to highway travelers.
- b. Retail commercial stores.

D. RETAIL COMMERCIAL DESIGNATION

1. Allowed Uses

The following uses are allowed in the Retail Commercial designation with the securing of a Site Development Permit:

- a. Retail commercial stores.
- b. Child day-care facility.
- c. Delicatessen, sandwich shop, and ice cream parlor.

2. Permitted Uses

The following uses are permitted in the Retail Commercial designation with the securing of a Use Permit:

- a. Restaurants (no drive-thru restaurants).
- b. Small grocery or convenience store.
- c. Banking facility.

E. INDUSTRIAL/AUTOMOTIVE COMMERCIAL DESIGNATION

1. Allowed Uses

The following uses are allowed in the Industrial/Automotive Commercial Land Use Designation with the securing of a Site Development Permit:

- a. All the allowed industrial uses listed in Item A (1) above.
- b. Automobile dealerships, except for those that exclusively sell used vehicles.

2. Permitted Uses

The following uses are allowed in the Industrial/Automotive Commercial Land Use Designation with the securing of a Use Permit:

- a. All the permitted industrial land uses listed in Item A (2) above.
- b. Delicatessen, sandwich shop, or small sit-down restaurant (no drive-thru restaurants).
- c. Automotive service (gas) station.
- d. Small grocery store, mini-market, or convenience store.
- e. Uses related to automobile dealerships such as tire stores, autoparts stores, car-washing facilities, automobile repair business, etc.

F. LIGHT MANUFACTURING/MIXED-USE DESIGNATION

1. Purpose and Intent

The purpose of the Light Manufacturing / Mixed-Use land use designation is to provide for a compatible mix of light manufacturing activities, commercial land uses, professional offices, and limited low-density residential uses. The intent is to provide an opportunity for a diversity of land uses to locate near each other that would typically be viewed as incompatible, but because of creative site planning and design, they can function in harmony without adversely impacting one another. For example, the Ordinance permits

“live-work” land uses where small dwelling units can be incorporated into low intensity light manufacturing or warehousing operations. There is also opportunity for low-density apartments to be situated above commercial shops and professional offices.

The purpose of the Light Manufacturing / Mixed-Use designation is also to promote Smart Growth and New Urbanism planning techniques. The Ordinance contains design standards that will lead to the development of office, light manufacturing, commercial, and residential uses in a pedestrian oriented, aesthetically pleasing, mixed-use neighborhood.

The Ordinance requires light manufacturing land uses, if proposed, to be situated along the railroad tracks on the rear of the parcels, and to develop other land uses along the front of the parcels on Airport Park Boulevard, except for the parcels east of Airport Park Boulevard where light manufacturing land uses can occur anywhere on the parcels with the required yard setbacks. The majority of parking facilities are required to be situated in-between the light manufacturing and commercial land uses in the middle of the parcels, rather than along the Airport Park Boulevard frontage.

The land uses along Airport Park Boulevard are held to a higher design and site planning standard than the light manufacturing land uses, because it is situated in the more visible location, and because light manufacturing land uses are highly desired and a lesser design standard provides an inherent incentive.

It is possible to develop full light manufacturing, office, or commercial land uses on a parcel, provided they are laid out and designed to be compatible with surrounding land uses. Professional office and commercial land uses, if proposed as stand along developments must adhere to a high site planning and design standard.

The regulations are intended to create a compatible mix of land uses with ample landscaping and strategic open areas, pedestrian walkways, and attractive architecture in an inviting scale, with hidden parking and practical functionality.

2. General Requirements

- a. Light manufacturing and warehousing land uses should be located along the railroad tracks on the western portion of the current parcels or anywhere on the designated parcels east of Airport Park Boulevard with the required yard setbacks. Light manufacturing and warehousing can be situated along Airport Park Boulevard if it conforms to the site planning and design standards for commercial development.
- b. The majority of parking spaces for mixed-use development shall be located in-between the light manufacturing/warehousing land uses and the land uses along Airport Park Boulevard. Every attempt shall be made to create parking that cannot be seen from public streets.
- c. Shared access is strongly encouraged between land uses on the same and adjacent parcels to reduce encroachments onto Airport Park Boulevard.
- d. Street trees and a meandering sidewalk are required along Airport Park Boulevard.
- e. The architectural facades for buildings situated along and facing Airport Park Boulevard shall be consistent with Section 5(f) of this Subsection, and shall be designed to soften height, bulk, and mass.
- f. The orientation, height, and design of buildings, as well as the theme for property development shall be based on creating compatibility between land uses.

- g. There is opportunity for low density residential land uses such as apartment units above offices or commercial spaces, but densities are limited west of Airport Park Boulevard because of airport constraints to a total of 60 people per acre on a given parcel.

3. Permitted Land Uses

- a. Notwithstanding Subsection “K”, all light manufacturing, commercial, professional office, low density residential, and mixed-use projects require the securing of a Use Permit from the City Planning Commission. The Use Permit process shall include an analysis of site planning and architecture, pursuant to Section 9262 of the Ukiah Municipal Code.

4. Required Findings

- a. Prior to approving a Use Permit for a project situated on land in the Mixed-Use designation, the Planning Commission and/or the City Council shall make the following findings:
 - 1. The proposed land use is consistent with the goals and policies of the Ukiah General Plan, the provisions of the Airport Industrial Park Planned Development Ordinance, the Ukiah Municipal Code, and the Ukiah Airport Master Plan.
 - 2. The proposed land use is compatible with surrounding land uses and will not be detrimental to the public’s health, safety and general welfare.
 - 3. There is sufficient variety, creativity, and articulation to the architecture and design of the structure(s) to avoid monotony and/or a box-like uninteresting external appearance.
 - 4. For all land uses other than light manufacturing, there is uniqueness and an exemplary approach to the site planning, design, and architecture, consistent with the Site Planning and Design Standards contained herein, that results in a quality and sophisticated development.
 - 5. The Findings shall not be vague. The findings shall be sufficiently detailed to apprise a reviewing court of the basis for the action by bridging the gap between the evidence and the decision-maker’s conclusions, and shall be based upon evidence contained in the administrative record.

5. Site Planning and Design Standards - Commercial Development

The following site planning and design standards are specifically adopted for the Light Manufacturing/Mixed-Use Land Use Designation. They shall apply to all commercial, professional office, low-density residential, and mixed-use development projects not involving light manufacturing/ warehousing unless it is situated along the Airport Park Boulevard street frontage. The Development Standards contained in Section “G” and the Design Standards in Section “I” of this Ordinance shall apply to the Light Manufacturing/Mixed Use designation unless superseded by the following specific standards:

- a. Yard Setbacks:
 - 1. Front: 25 feet from the Airport Park Boulevard right-of-way.
Architectural features, such as bay windows, porches and landing spaces, column treatments, and similar features may extend up to two-feet into the required front yard setback.
 - 2. Side and Rear: The side and rear yard setbacks shall be determined in the

discretionary review process. Factors that shall be considered include, but are not limited to Building Code requirements, traffic circulation, landscaping requirements, softening of the bulk and mass of structures, and compatibility with adjacent structures and land uses.

3. Relief: Relief from the front yard setback requirements may be granted through the approval of a variance, pursuant to Chapter 2, Article 20 of the Ukiah Municipal Code.
- b. Maximum Building Height:
1. The maximum height of any building or structure shall be 40 feet, provided it complies with the side-slope criteria for the Ukiah Airport.
 2. Mechanical penthouse and equipment may extend an additional 10 feet beyond the maximum height provided it is adequately screened from view.
 3. Relief: Relief from the height standards may be granted through the discretionary review process if a finding is made that the proposed height is compatible with the scale and character of the development on adjacent and nearby parcels and would not have an adverse impact on the health and safety of the general public.
- c. Minimum Lot Area:
1. The minimum lot area for parcels in the mixed-use area shall be determined through the subdivision and/or discretionary review process. In no case shall lots be created that are less than 20,000 square feet in size.
- d. Maximum Lot Coverage:
1. Commercial and mixed land uses may cover up to 40 percent of a lot provided that the site planning, architecture, parking, and landscaping are consistent with the requirements of the AIP Planned Development Ordinance.
 2. Relief: Relief from the lot coverage standard may be granted through the discretionary review process provided a finding is made that the proposed lot coverage is compatible with the scale and character of the development on adjacent and nearby parcels and would not have an adverse impact on the health and safety of the general public.
- e. Building Orientation:
1. Buildings shall be shaped and oriented to take advantage of passive solar energy and solar collection in the winter, and to control solar cooling loads in the summer.
 2. Buildings shall be shaped and oriented to be compatible with surrounding land uses in terms of noise, visual privacy, and functionality.
- f. Architectural Design:
1. Buildings shall incorporate projecting columns, exterior wainscoting, framed panels, and/or other features to provide relief to large open blank walls.
 2. Architectural features such as arches, raised and decorative parapets, decorated and flared cornices, extended eaves and overhangs, balconies, entry insets, and a variety of roof angles and pitches are required to make buildings unique and interesting.

3. Windows shall be used to break up the mass and volume of buildings into smaller components. Buildings shall use different shaped and framed windows in a coordinated theme. Awnings and other attractive window treatments are strongly encouraged.
 4. All four elevations of buildings shall incorporate the architectural design requirements listed above in a reasonable and feasible manner.
 5. The use of strong or loud colors as the dominant building color shall not be permitted. The dominant colors used on buildings shall be subdued and earth tone in nature. Colors of buildings shall be compatible with adjoining buildings.
 6. Storage areas, loading docks and ramps, transformers, storage tanks, refuse collection areas, mechanical equipment, and other appurtenant items of poor visual quality shall be screened by the use of masonry walls, landscaping materials, or decorative fencing. All roof mounted electrical and mechanical equipment and/or ductwork shall be screened from view by an enclosure which is consistent with the building design. Fences exceeding six (6) feet in height may be appropriate for some commercial and industrial uses to screen the outdoor storage of building materials, supplies, construction equipment, etc. The Planning Commission may consider fences exceeding six (6) on a case-by-case basis during the review of Site Development and Use Permit applications.
- g. Signs:
1. The colors, materials, and lighting of every sign on a site shall be restrained and harmonious with the building and site.
 2. Freestanding signs shall be tastefully designed with an interesting base, and shall not exceed twelve feet in height from finished grade. If a freestanding sign is placed on a berm, the Planning Commission shall have the discretion to limit its height to less than twelve feet from finished grade. No pole signs are permitted. Freestanding signs shall have a decorative support base.
 3. The size and amount of signs shall generally comply with the requirements of the Ukiah Municipal Code (UMC). The Planning Commission shall have the discretion to reduce the size and amount of signs to something less than permitted by the U.M.C. if they make a finding that the proposed size and amount of signage is out of scale with the building and too dominating on the site.
 4. Signs are not permitted on the roof or projecting above the roof of any building.
 5. Relief: Relief from the sign standards may be granted through the discretionary review process provided a finding is made that the proposed sign is compatible with the scale and character of the development on adjacent and nearby parcels and would not have an adverse impact on the health and safety of the general public.
- h. Pedestrian Orientation:
1. Pedestrian walkways shall be included that directly and safely link all parking areas with building entrances, off-site transportation facilities, established sidewalks, and adjacent public rights-of-way.
 2. Outdoor pedestrian spaces shall be landscaped and include such features as planters along sidewalks, pedestrian oriented signs, attractive street furniture,

low-level lighting, and outdoor seating areas.

3. Lots with frontages along the primary street shall provide a 5-foot wide meandering sidewalk located within the required front setback. The sidewalk may be located over the public utility easement. Every effort shall be made to link developments with attractive and accessible pedestrian facilities.
 4. Secondary streets accessing the rear portion of parcels shall include 5-foot wide sidewalks or alternative pedestrian facilities that link the development on the rear portion of the parcels with Airport Park Boulevard.
- i. Lighting:
1. Exterior lighting shall be subdued and of low wattage. It shall enhance building design and landscaping, as well as provide safety and security.
 2. Exterior lighting shall not spill out and create glare on adjoining properties, and shall not be directed towards the night sky.
 3. Light standard heights shall be predicated on the lighting need of the particular location and use. Tall lighting fixtures that illuminate large areas shall be prohibited.
 4. Lighting fixtures, standards, and all exposed accessories shall be harmonious with building design, and innovative in style.
 5. All pedestrian and building access areas shall be adequately lighted to provide safety, security, and aesthetic quality, without violating number 2 above.
- j. Energy Conservation:
1. Passive solar orientation is required. Active solar design is strongly encouraged.
 2. Deciduous trees and/or other vegetation shall be planted on the south side of buildings whenever feasible to increase energy efficiency.
 3. Sunlight shall be used for direct heating and illumination whenever possible.
 4. Solar heating equipment need not be screened, but shall be as unobtrusive as possible and complement the building design. Every effort shall be made to integrate solar panels into the roof design, flush with the roof slope.
- k. Outdoor Storage and Service Areas:
1. Storage areas shall be limited to the rear of a site, and shall be screened from public view with a solid fence or wall using concrete, wood, stone, brick, or other similar material.
 2. All outdoor storage areas and enclosures shall be screened, when possible, with landscaping.
 3. If trash and recycling areas are required in the discretionary review process, they shall be designed to harmonize with the building and landscaping, and shall be consistent with the size and design requirements of the Ukiah Municipal Code.
- l. Landscaping:
1. Landscaping shall comply with Section "I" of this Ordinance.

2. Landscaping Plans shall include outdoor shaded sitting/resting areas for employees and the general public, unless infeasible.
- m. Ukiah Airport Master Plan:
 1. All development within the Airport Industrial Park shall comply with the Federal Aviation Administration side slope criteria, density requirements (☐B1" Compatibility Zone = 60 persons per acre / ☐C Compatibility Zone = 150 people per acre) and all other applicable provisions of the Ukiah Airport Master Plan.
- n. Public Utility Easements, Public Streets, and Access Driveways:
 1. All Public Utility Easements, Public Streets, and Access Driveways shall comply with Section "H" of this Ordinance.

6. Site Planning and Design Standards for Light Manufacturing and Industrial Development

The Site Planning and Design Standards for Light Manufacturing and Industrial development are less demanding than those for commercial, professional office and mixed-use development. The lesser design standards are meant to encourage and promote light manufacturing and industrial development, particularly along the western portion of the parcels. The Following Site Planning and Design Standards shall apply to all Light Manufacturing and Industrial Development:

- a. Yard Setbacks:
 1. Front: 25 feet from the Airport Park Boulevard right-of-way if located along the frontage. If the development does not have frontage along Airport Park Boulevard, and is served by a private access easement, the front yard setback shall be determined in the discretionary review process. Architectural features, such as bay windows, porches and landing spaces, column treatments, and similar features may extend up to two-feet into the required front yard setback.
 2. Side and Rear: The side and rear yard setbacks shall be determined in the discretionary review process. Factors that shall be considered include, but are not limited, to Building Code requirements, traffic circulation, landscaping requirements, softening of the bulk and mass of structures, and compatibility with adjacent structures and land uses.
 3. Relief: Relief from the front yard setback requirements may be granted through the approval of a variance.
- b. Maximum Building Height:
 1. The maximum height of any building or structure shall be 50 feet, provided it complies with the side-slope criteria for the Ukiah Airport.
 2. Mechanical penthouse and equipment may extend an additional 10 feet beyond the maximum height provided it is adequately screened from view.
 3. Relief: Relief from the height standards may be granted through the discretionary review process if a finding is made that the proposed height is compatible with the scale and character of the development on adjacent and nearby parcels and would not have an adverse impact on the health and safety of the general public.

- c. Minimum Lot Area:
 - 1. The minimum lot area for light manufacturing and industrial development parcels in the mixed-use area shall be determined through the subdivision and/or discretionary review process. In no case shall lots be created that are less than 20,000 square feet in size.
- d. Maximum Lot Coverage:
 - 1. Light manufacturing and industrial land uses may cover up to 60 percent of a lot provided that the site planning, architecture, parking, and landscaping are consistent with the requirements of the AIP Planned Development Ordinance.
 - 2. Relief: Relief from the lot coverage standard may be granted through the discretionary review process provided a finding is made that the proposed lot coverage is compatible with the scale and character of the development on adjacent and nearby parcels and would not have an adverse impact on the health and safety of the general public.
- e. Building Orientation:
 - 1. Buildings shall be shaped and oriented to take advantage of passive solar energy and solar collection in the winter, and to control solar cooling loads in the summer.
 - 2. Buildings shall be shaped and oriented to be compatible with surrounding land uses in terms of noise, visual privacy, and functionality.
- f. Architectural Design:
 - 1. Buildings shall incorporate projecting columns, exterior wainscoting, framed panels, and/or other features to provide relief to large open blank walls.
 - 2. The use of strong or loud colors as the dominant building color shall not be permitted. The dominant colors used on buildings shall be subdued and earth tone in nature. Colors of buildings shall be compatible with adjoining buildings.
- g. Signs:
 - 1. The colors, materials, and lighting of every sign on a site shall be restrained and harmonious with the building and site.
 - 2. Freestanding signs shall be tastefully designed with an interesting base, and shall not exceed eight feet in height from finished grade. If a freestanding sign is placed on a berm, the Planning Commission shall have the discretion to limit its height to less than eight feet from finished grade. No pole signs are permitted.
 - 3. The size and amount of signs shall comply with the requirements of the Ukiah Municipal Code (UMC). The Planning Commission shall have the discretion to reduce the size and amount of signs to something less than permitted by the U.M.C. if they make a finding that the proposed size and amount of signage is out of scale with the building and too dominating on the site.
 - 4. Signs are not permitted on the roof of any building.
 - 5. Relief: Relief from the sign standards may be granted through the discretionary review process provided a finding is made that the proposed sign is compatible with the scale and character of the development on adjacent and nearby parcels and would not have an adverse impact on the health and safety of the general public.

- i. Lighting:
 - 1. Exterior lighting shall be subdued. It shall enhance building design and landscaping, as well as provide safety and security.
 - 2. Exterior lighting shall not spill out and create glare on adjoining properties, and shall not be directed towards the night sky.
 - 3. Light standard heights shall be predicated on the lighting need of the particular location and use. Tall lighting fixtures that illuminate large areas shall be prohibited.
- k. Outdoor Storage and Service Areas:
 - 1. Storage areas shall be limited to the rear of a site, and shall be screened from public view with a solid fence or wall using concrete, wood, stone, brick, or other similar material.
 - 2. All outdoor storage areas and enclosures shall be screened, when possible, with landscaping.
- l. Landscaping:
 - 1. Landscaping shall generally comply with Section "l" of this Ordinance, although a lesser amount of landscaping may be approved depending upon the scale, intensity, and visibility of the development.
- m. Ukiah Airport Master Plan:
 - 1. All development within the Airport Industrial Park shall comply with the Ukiah Municipal Airport Master Plan.
- n. Pedestrian Orientation:
 - 1. Pedestrian walkways shall be included that directly link all parking areas with building entrances, off-site transportation facilities, established sidewalks, and adjacent public rights-of-way.
 - 2. Lots with frontages along the primary streets shall provide a 5-foot wide meandering sidewalk located within the required front setback. The sidewalk may be located over the public utility easement. Every effort shall be made to link developments with attractive and accessible pedestrian facilities.
 - 3. Secondary streets accessing the rear portion of parcels shall include 5-foot wide sidewalks or alternative pedestrian facilities that link the development on the rear portion of the parcels with Airport Park Boulevard.

G. OPEN SPACE

1. Purpose

The purpose of the Open Space land use designation is to provide for the protection and preservation of an existing pond and wetland area and its habitats, to provide contrast to the built environment, to preserve the existing scenic qualities of the area, and to preserve capacity and water quality of the storm water drainage system.

2. General Requirements

All areas designated "Open Space" shall be kept in their natural state except for areas already disturbed with drainage or utility infrastructure, in which case maintenance and repairs may occur. Otherwise, no development is allowed or permitted.

3. Allowed Uses

The following uses are allowed in the Open Space designation:

- a. Open Space
- b. Maintenance and repair of existing drainage and utility infrastructure.
- c. Restoration of wetlands including, but not limited to removal of non-native vegetation and the replanting with native wetland plant species.
- d. Trash removal

4. Permitted Uses

The following uses are permitted in the Open Space designation with the securing of a Minor Use Permit:

- a. None

5. Minimum Lot Size Requirement

- a. None

6. Prohibited Uses

- a. Construction and development
- b. Public Access
- c. Off-Road vehicle activity, except for City vehicles
- d. Application of pesticides and/or herbicides

H. NUISANCES

- 1. No lot shall be used in such a manner as to create a nuisance to adjacent parcels. Proposed uses shall comply with the performance criteria outlined below:
 - a. All activities involving the storage of flammable and explosive materials shall be provided with adequate safety devices against the hazard of fire and explosion by adequate fire-fighting and fire suppression equipment and devices standard in industry. All incineration is prohibited.
 - b. Devices which radiate radio-frequency energy shall be so operated as not to cause interference with any activity carried on beyond the boundary line of the property upon which the device is located.
 - c. The maximum sound level radiated by any use of facility, when measured at the boundary line of the property upon which the sound is generated, shall not be obnoxious by reason of its intensity or pitch, as determined by standards prescribed in the Ukiah Municipal Code and/or City General Plan.
 - d. No vibration shall be permitted so as to cause a noticeable tremor beyond the property line.
 - e. Any use producing emissions shall comply with all the requirements of the Mendocino County Air Quality Management District.
 - f. Projects involving the use of toxic materials or hazardous substances shall comply with all Federal, State, and all local Laws and regulations.

2. Prohibited Uses or Operations

Industrial uses such as petroleum bulk stations, cement batching plants, pulp and paper mills, lumber mills, refineries, smelting plants, rendering plants, junk yards, auto

wrecking, and similar "heavy industrial" uses which typically create external and environmental effects are specifically prohibited due to the detrimental effect the use may have upon the general appearance, function, and environmental quality of nearby uses.

I. DEVELOPMENT STANDARDS

The following standards have been established to ensure compatibility among uses and consistency in the appearance and character of development. These standards are intended to guide the planning, design, and development of both individual lots and the entire Airport Industrial Park. Projects shall be reviewed on a case-by-case basis for high quality design, efficient function, and overall compatibility with surrounding land uses.

1. Minimum Lot Requirement

The minimum lot area shall be 20,000 square feet. Each lot shall have a minimum frontage of 100 feet on a public street. Except for lots fronting on Airport Park Boulevard, or other public streets shown on the *Land Use Map*, access easements to a public street may be authorized in lieu of public street frontage in the discretion of the appropriate decision-maker and with the approval of the City Engineer. Proposed access easements shall be consistent with the standards contained in Table 4-1. The Planning Commission may approve a public street frontage of less than 100 feet for lots located on cul-de-sacs, street curves, or having other extraordinary characteristics.

2. Maximum Lot Coverage

No more than 40 percent of the lot shall be covered by buildings or structures. Above ground parking lots and landscaping areas shall not be included in the calculation of lot coverage. Industrial land uses may cover a maximum of 60 percent of a lot provided that the site planning, architecture, parking, and landscaping are consistent with the requirements of the AIP Planned Development Ordinance.

3. Minimum Building Setbacks

All buildings and structures shall be setback from the property line a minimum of 25 feet along the entire street frontage. Lots abutting U.S. Highway 101 shall maintain a minimum setback of 60 feet from the property line adjacent to the freeway. Side yard setbacks shall be determined in the Site Development or Use Permit review process.

4. Maximum Building Height

The maximum height of any building or structure shall be 50 feet. Mechanical penthouse and equipment may extend an additional 10 feet beyond the maximum building height.

5. Ukiah Airport Master Plan

All development within the Airport Industrial Park shall comply with the Federal Aviation Administration side slope criteria, density requirements ($\square B1$ " Compatibility Zone = 60 persons per acre / $\square C$ Compatibility Zone = 150 people per acre) and all other applicable provisions of the Ukiah Airport Master Plan.

6. Screening

Storage areas, loading docks and ramps, transformers, storage tanks, refuse collection areas, mechanical equipment, and other appurtenant items of poor visual quality shall be screened by the use of masonry walls, landscaping materials, or decorative fencing. All roof mounted electrical and mechanical equipment and/or ductwork shall be screened from view by an enclosure which is consistent with the building design. Fences exceeding six (6) feet in height may be appropriate for some commercial and industrial uses to screen the outdoor storage of building materials, supplies, construction

equipment, etc. The Planning Commission may consider fences exceeding six (6) on a case-by-case basis during the review of Site Development and Use Permit applications.

7. Public Utility Easement

All lots shall provide a 5-foot easement in the required front setback for the provision of utilities.

8. Sidewalk Requirements

Lots with frontages along the primary street shall provide a 5-foot curvilinear sidewalk located within the required front setback. The sidewalk may be located over the public utility easement. Every effort shall be made to link developments with attractive and accessible pedestrian facilities.

9. Bicycle Lanes

Class III Bicycle lanes shall be provided on all primary streets according to CalTrans standards.

10. Development Integration

Every effort shall be made to "master plan" development within the Airport Industrial Park. Applicants shall be encouraged to coordinate development proposals to ensure compatible architectural themes, high quality site planning, efficient and functional traffic circulation, coordinated pedestrian circulation, and compatible land uses.

11. Required Public Streets

Lot line adjustments, parcel maps, tentative and final subdivision maps, and Site Development and Use Permits shall not be approved, unless public streets identified on the *Land Use Map* serving the parcels covered by the lot line adjustment, map or permit have been or will be dedicated to the City of Ukiah upon approval of the lot line adjustment, map or permit.

12. Street Width Standards

The following street standards have been established by the Ukiah Department of Public Works. All primary and secondary streets shall be designed and constructed in accordance with these standards:

**Table 4-1: Minimum Street Standards
Airport Park Boulevard and Commerce Drive**

		Primary	Secondary	Access Easement
1.	Right-of-way	66 feet	44 feet	32 feet
2.	Pavement	64 feet	40 feet	30 feet
	a. travel lanes (2)	14 feet	20 feet	15 feet
	b. left turn lane	12 feet	12 feet	
3.	Curbs (both sides)	1 foot	1 foot	
4.	Cul-de-sac (turn-arounds)	100 feet diameter		
5.	Curb Returns Radius	35 feet 35 feet		

13. Access Driveways and Deceleration Lanes

a. Every effort shall be made to minimize access driveways along Airport Park Boulevard. All driveway and intersection radii shall be designed to accommodate heavy truck turning movements, consistent with the requirements of the City Engineer.

- b. Every effort shall be made to design common driveways for individual developments.
- c. No Talmage Road access shall be permitted for the parcel or parcels located at the southeast corner of Talmage Road and Airport Park Boulevard.
- d. All major driveways, as determined by the City Engineer, shall have left turn pockets in the median area where feasible.
- e. Deceleration and acceleration lanes shall not be required unless the City Engineer determines they are necessary to ensure safety and efficient traffic flow.

14. Minimum Parking and Loading Requirements

- a. No loading or unloading shall be permitted on the street in front of the building. A sufficient number of off-street loading spaces shall be provided to meet the needs of the approved use. Adequate apron and dock space also shall be provided for truck maneuvering on individual lots.
- b. The number of entrance/exit driveways shall be limited to one per every 100 feet of street frontage with a maximum curb cut of 40 feet. The Planning Commission may relax these standards when a comprehensive plan for an entire block has been prepared and presented to the City Planning Commission for review and approval.
- c. Adequate off-street parking shall be provided to accommodate the parking needs of employees, visitors, and company vehicles. The minimum number of off-street parking spaces shall generally be provided according to the requirements of the Ukiah Municipal Code.
- d. The Planning Commission may deviate from the parking requirements contained in the Ukiah Municipal Code on a case-by-case basis. Any deviation must be supported by findings related to a unique use, such as a Mixed-use development, or use not specifically described in the Ukiah Municipal Code, and findings that otherwise demonstrate no on-street parking congestion will result.

15. Signage

Except as indicated elsewhere in this Ordinance, building identification and other signs shall generally comply with the sign regulations for industrial, commercial and office land uses contained in the Ukiah Municipal Code. All proposed development projects shall include a detailed sign program.

J. DESIGN GUIDELINES

The following guidelines shall be used by the Planning Commission when approving a Site Development or Use Permit to ensure high quality design, and the coordination and consistency of development.

1. Landscaping and Open Space

- a. A comprehensive landscape plan shall be submitted for review and approval as a part of the Site Development or Use Permit process.
- b. Existing trees shall be retained whenever possible.
- c. A variety of tree species shall be used that provides diversity in form, texture, and color.
- d. Landscaping at corners should be arranged to maintain traffic visibility.

- e. Landscaping along an entire street frontage should be coordinated to achieve a uniform appearance.
- f. Landscaping shall be proportional to the building elevations.
- g. Landscape plantings shall be those which grow well in Ukiah's climate without extensive irrigation. Native species are strongly encouraged.
- h. All landscape plantings shall be of sufficient size, health and intensity so that a viable and mature appearance can be attained in three years.
- i. Deciduous trees shall constitute the majority of the trees proposed along the south and west building exposures; non-deciduous street species shall be restricted to areas that do not inhibit solar access.
- j. Parking lots with twelve (12) or more parking stalls shall have a tree placed between every four (4) parking stalls within a continuous linear planting strip, rather than individual planting wells, unless clearly infeasible. Parking lot trees shall primarily be deciduous species, and shall be designed to provide a tree canopy coverage of 50 percent over all paved areas within ten years of planting. Based upon the design of the parking lot, a reduced number of trees may be approved through the discretionary review process.
- k. Parking lots shall have a perimeter planting strip with both trees and shrubs.
- l. Parking lots with twelve (12) or more parking stalls shall have defined pedestrian sidewalks or marked pedestrian facilities within landscaped areas and/or separated from automobile travel lanes. Based upon the design of the parking lot, and the use that it is serving, relief from this requirement may be approved through the discretionary review process.
- m. Street trees may be placed on the property proposed for development instead of within the public right-of-way if the location is approved by the City Engineer, based upon safety and maintenance factors.
- n. All new developments shall include a landscaping coverage of 20 percent (20%) of the gross area of the parcel, unless because of the small size of a parcel, such coverage would be unreasonable. A minimum of 50 percent (50%) of the landscaped area shall be dedicated to live plantings.
- o. Landscaping Plans shall include an automatic irrigation system.
- p. All required landscaping for commercial development projects shall be adequately maintained in a viable condition.
- q. The Planning Director, Zoning Administrator, Planning Commission, or City Council shall have the authority to modify the required elements of a Landscaping Plan depending upon the size, scale, intensity, and location of the development project.

2. Orientation and Location of Buildings

- a. The location of buildings shall be coordinated with other buildings and open space on adjacent lots, and should include design elements, oriented to pedestrian usage, such as, linked walkways and sidewalks.

- b. Buildings should be sited to preserve solar access opportunities, and should include passive and active solar design elements.
- c. Buildings should be oriented to minimize heating and cooling costs.
- d. Buildings should be creatively sited to provide open views of the site and surrounding environment.
- e. Buildings shall not be sited in the middle of large parking lots.

3. Architectural Design

- a. Individual projects shall exhibit a thoughtful and creative approach to site planning and architecture.
- b. Projects shall be designed to avoid the cumulative collection of large structures with similar building elevations and facades.
- c. Buildings shall be limited in height, bulk, and mass, and shall be designed to avoid a box-like appearance.

4. Building Exteriors

- a. Colors and building materials shall be carefully selected, and must be compatible with surrounding developments, and shall be finalized during the Site Development or Use Permit process.
- b. The Planning Commission may permit exterior walls of architectural metal where it is compatible with adjacent structures, and the overall appearance and character of the Airport Industrial Park.

5. Lighting

- a. A lighting plan shall be submitted for review and approval with all Site Development and Use Permit applications. All lighting plans shall emphasize security and safety, and shall minimize energy usage.
- b. Lighting for developments shall include shielded, non-glare types of lights.
- c. Lighting shall not be directed towards Highway 101, the Ukiah Municipal Airport, adjacent properties, or upwards towards the sky.

6. Design Amenities

- a. Bicycle parking facilities shall be provided near the entrance to buildings. One (1) bicycle space shall be provided for every ten (10) employees, plus one (1) space for every fifty (50) automobile parking spaces.
- b. Fountains, kiosks, unique landscape islands, outdoor sitting areas, and other quality design amenities are encouraged.

K. CIRCULATION PLAN

The Circulation Plan for the Airport Industrial Park is illustrated on the attached Exhibit "B". As shown, the plan includes points of access at Talmage Road at the north, Hastings Avenue at the northwest, and Airport Road at the southwest. In lieu of the originally envisioned southern access road (Airport Park Boulevard to Norgard Lane) an emergency access is provided through the airport to a future gated encroachment along the southern portion of Airport Road. Internal access includes an extension of Airport Road from the west into the southern portion of the site; Airport Park Boulevard from Talmage Road on the

north, extending south to intersect with the Airport Road extension; and Commerce Drive from west to east in the northern portion of the AIP. All streets within the AIP shall be public. Property owners of parcels with frontage along the railroad right-of-way are encouraged to plan for possible future use of the railroad.

L. DISCRETIONARY REVIEW

The discretionary permit review process for development projects within the Airport Industrial Park (AIP) is the same as for discretionary permits elsewhere in the City. As articulated in Section 9 of this ordinance, a Site Development Permit or Use Permit is required for development projects proposed in the AIP.

1. Site Development Permits and Use Permits

- a. As articulated in Section 9 above, development projects within the Airport Industrial Park are subject to the Site Development or Use Permit process, depending upon the proposed use and its location. A Site Development Permit shall not be required for any development proposal requiring a Use Permit. Within the Use Permit review process, all site development issues and concerns shall be appropriately analyzed.
- b. All Major Use Permits, Variances, and Site Development Permits for proposed developments within the Airport Industrial Park require City Planning Commission review and action. Minor Use Permits, Variances, and Site Development Permits shall be subject to Zoning Administrator review and action.
- c. Decisions on Site Development and Use Permits made by the City Planning Commission and Zoning Administrator are appealable to the City Council pursuant to Section 9266 of the Ukiah Municipal Code.
- d. Major modifications to approved Site Development Permits and Use Permits, as determined by the Planning Director, shall require the filing of a new application, payment of fees, and a duly noticed public hearing before the Planning Commission. Minor modifications to approved Site Development Permits and Use Permits, as determined by the Planning Director shall require the filing of a new application, payment of processing fees and a duly noticed public hearing before the City Zoning Administrator.
- e. The Planning Commission's decision on major modifications to an approved Site Development Permit, Variance or Use Permit is appealable to the City Council. The Zoning Administrator's decision on minor modifications to an approved Site Development Permit, Variance or Use Permit is appealable directly to the City Council.

2. Building Modifications

- a. Exterior modifications to existing buildings shall be designed to complement and harmonize with the design of the existing structure and surrounding developments.
- b. A Site Development Permit shall be required for all substantial exterior modifications to existing structures, site design elements, and landscaping within the Airport Industrial Park. The application procedure shall be that prescribed in Article 20 the Ukiah Municipal Code.

Section Fourteen

Whenever a use is not listed in this Planned Development Ordinance as a permitted or allowed use in any of the land use designations, the Planning Director shall determine whether the use is appropriate in the land use designation where the subject property is situated, and make a

decision as to whether or not it is an allowed or permitted land use. In making this determination, the Planning Director shall find as follows:

1. That the use would not be incompatible with existing nearby land uses, or the allowed and permitted land uses listed for the particular land use designation.
2. That the use would not be detrimental to the continuing development of the area in which the use would be located.
3. That the use would be in harmony and consistent with the purpose and intent of the Airport Industrial Park Planned Development Ordinance and Ukiah General Plan.
4. In the case of determining that a use not articulated as an allowed or permitted use could be established with the securing of a Use Permit, the Planning Director shall find that the proposed use is similar in nature and intensity to the uses listed as allowed uses. All determinations of the Planning Director regarding whether a use can be allowed or permitted in any land use designation within the Airport Industrial Park shall be final unless a written appeal to the City Council, stating the reasons for the appeal, and the appeal fee, if any, established from time to time by City Council Resolution, is filed with the City Clerk within ten (10) days of the date the decision was made. Appeals may be filed by an applicant or any interested party. The City Council shall conduct a duly noticed public hearing on the appeal in accordance to the applicable procedures as set forth in this chapter. At the close of the public hearing, the City Council may affirm, reverse, revise or modify the appealed decision of the Planning Director. All City Council decisions on appeals of the Planning Director's actions are final for the City of Ukiah.

Section Fifteen

This Ordinance shall be published as required by law and shall become effective thirty (30) days after it is adopted.

Introduced by title only on June 7, 2017, by the following roll call vote:

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

Passed and adopted on June 21, 2017, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

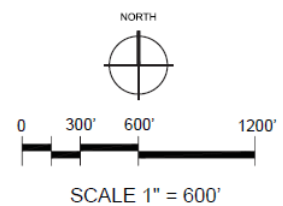
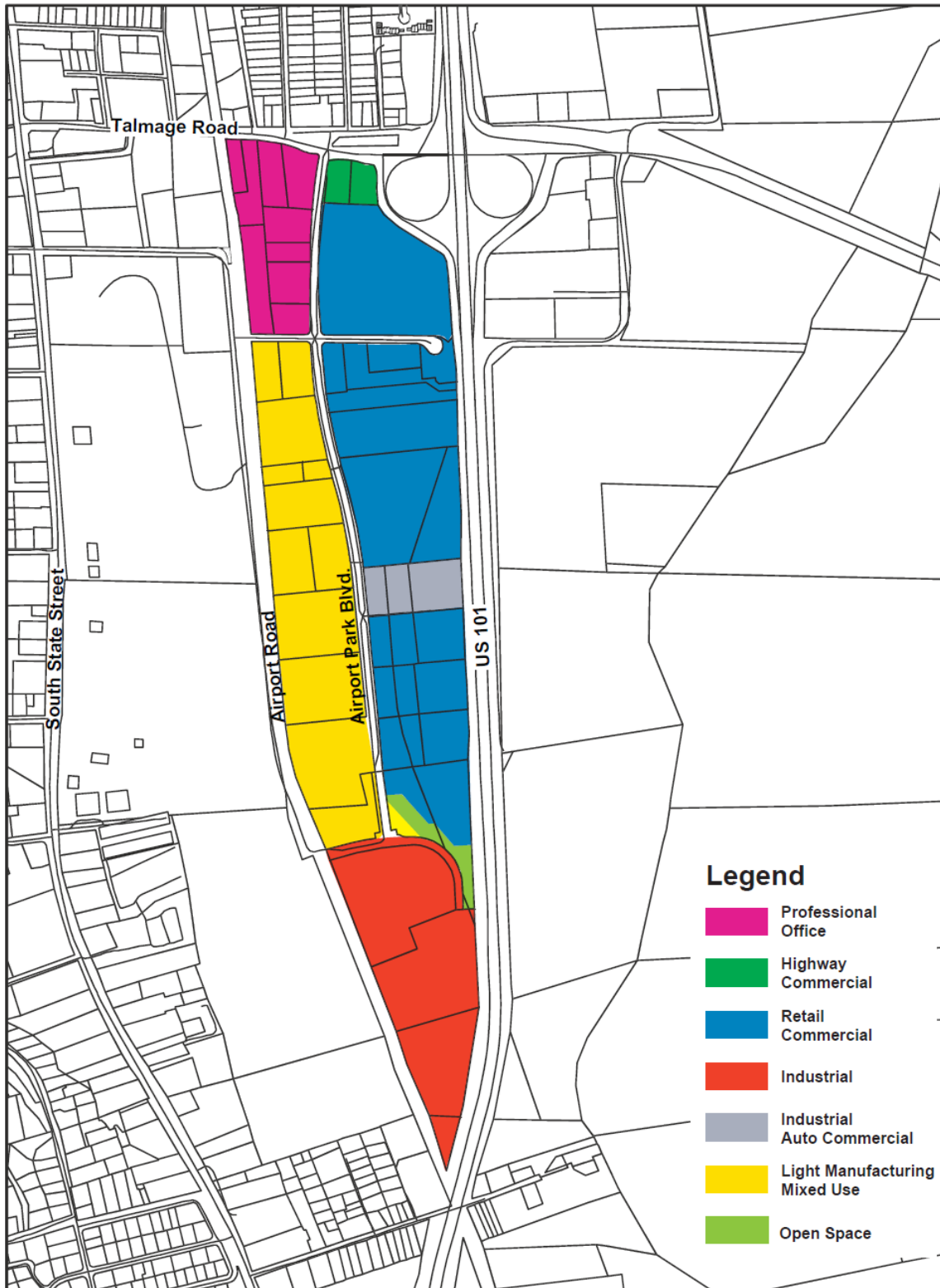
Jim O. Brown, Mayor

ATTEST:

Kristine Lawler, City Clerk

Exhibit A

Airport Industrial Park Land Use Designation Map





ITEM NO.: 7d

MEETING DATE: June 21, 2017

AGENDA SUMMARY REPORT

SUBJECT: AUTHORIZE CITY MANAGER TO NEGOTIATE AND EXECUTE FIVE-YEAR LEASE AGREEMENT WITH AG UNLIMITED FOR A STORAGE YARD PREVIOUSLY LEASED BY MENDOCINO COUNTY FARM SUPPLY

Summary: Ag Unlimited has purchased Mendocino County Farm Supply and has requested to continue leasing the storage yard that is part of the Airport property. Council is being asked to consider entering into this lease agreement with Ag Unlimited.

Background: The Mendocino County Farm Supply has leased a portion of the Airport property clear zone since 1999. The Farm Supply utilizes the property for outdoor storage of yard materials such as pipe and fencing materials. As the property is north of Hastings Road and is identified as clear zone, there are no plans for development in the foreseeable future.

Discussion: Mendocino County Farm Supply has been sold to AG Unlimited and the new owners have requested a new lease with the City (Attachment #1). AG Unlimited will continue to use the yard in the same manner as Farm Supply. Staff is requesting that the City Manager be authorized to negotiate and execute a five-year ground lease with Ag Unlimited for \$873 per month. The previous agreement with the Mendocino County Farm Supply has been attached (Attachment #2) for your reference.

FISCAL IMPACT:				
Budgeted Amount in 16-17 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): Authorize City Manager to Negotiate and Execute five-year lease agreement with AG Unlimited.

ALTERNATIVES: Provide alternative direction to Staff.

Citizens advised: N/A
Requested by: Greg Owen, Airport Manager
Prepared by/Contact: Greg Owen, Airport Manager
Coordinated with: None
Presenter: Greg Owen, Airport Manager
Attachment: 1. Draft Lease Agreement; 2. Previous Agreement with Mendocino County Farm Supply.

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

UKIAH REGIONAL



AIRPORT

CITY OF UKIAH
AGREEMENT FOR LEASE
OF AIRPORT PROPERTY

DRAFT

AGREEMENT FOR LEASE OF PROPERTY
UKAIH REGIONAL AIRPORT
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EXHIBITS:

- A. Leased Premises (Hasting Ukiah, CA 95482)
- B. Insurance Requirements
- C. FAA Assurances

DRAFT

UKIAH REGIONAL AIRPORT

Lease Summary

Type of Agreement	LEASE OF GROUND AT UKIAH AIRPORT	
Lessor	City of Ukiah	
Lessee	AG Unlimited a division of the Lyman Group, Inc.	
Representative		
Phone		
Notice Address	<u>Lessee</u> AG Unlimited A division of the Lyman Group, Inc. 4550 El Roble Rd Ukiah, CA 95482	<u>Lessor</u> City of Ukiah 1403 South State St Ukiah, CA 95482
Initial Term	5 years commencing on Effective Date of Agreement	
Termination	The last day of the 60 full calendar month following the Effective Date	
Leased Premises	58,200 sq feet ground lease	
Rent	lease Year 1: .015\$ per sq foot @ 58,200 sq ft = 873\$ per month rent	
Rent Increases	CPI adjustments annually July 1. (Reference 2.04 (c))	
Security Deposit	None	
Utilities	Lessee Responsibility. (Reference Section 2.08)	
Maintenance	All performed by lessee. (Reference Section 2.09)	
Other Fees	Reference Sections 2.04 - 2.09, 2.12, 3.05, 3.11, 3.14, 3.20, 3.22, 3.27,	
Authorized Use(s)	Storage Yard	
Minimum Insurance	Per Exhibit B, summarized as: General Aggregate: \$2,000,000 Products Comp/Op Aggregate: \$1,000,000 Personal & Adv. Injury: \$1,000,000 Each Occurrence: \$1,000,000 Fire Damage: \$ 1,000,000 Automobile Liability: \$1,000,000 Workers' Compensation: Statutory Employer's Liability: \$1,000,000 per accident for bodily injury or disease	

Note: This Lease Summary is presented as a reference of the Lease information at the time of execution. If there is a discrepancy between the information contained in this Lease Summary and the requirements contained in the remainder of this Lease, the requirements as stated in the remainder of this Lease will be applied.

DRAFT

**AGREEMENT FOR LEASE OF PROPERTY
UKIAH REGIONAL AIRPORT**

THIS AGREEMENT is entered on *****("Effective Date"), by the CITY OF UKIAH, a general law Regional corporation, hereafter "City," and AG Unlimited a division of the Lyman Group, Inc., organized under and in compliance with the laws of the State of California, and authorized to conduct business in the State of California, hereafter "Lessee."

RECITALS:

1. City operates and maintains the Ukiah Regional Airport, (hereafter "Airport"), located in the City of Ukiah, California, and has the right to lease portions of such Airport, subject to the terms and conditions hereafter set forth.
2. Lessee is a company engaged in retail business,
3. Lessee desires to lease Airport property from the City for use in conducting Lessee's operations at the Airport.
4. City is willing to lease property to Lessee on the terms and conditions set forth in this Lease.

AGREEMENT:

City and Lessee hereby agree as follows.

Article 1 Definitions

As used herein, the following words and phrases shall have the meanings set forth below:

1.01 Airport

"Airport" means the Ukiah Regional Airport operated by the City as a public airport.

1.02 Airport Manager

"Airport Manager" means the City employee who manages the day-to-day operation of the Airport and who has the authority and responsibilities contained in Division 6, Chapter 1, Article 1 of the Ukiah City Code, commencing with Section 5000. Whenever in this agreement reference is made to the Airport Manager, that reference may include any other officer or employee of the City, including the City Council or the City Manager, if the approval of that other officer or employee is required by the laws and rules applicable to the City.

1.02 Anniversary Date

"Anniversary Date" means the day and month of the Effective Date in each year following the year, when this lease was first entered by the parties.

1.03 Base Rent

"Base Rent" means rent specified in Section 2.04(b) of this Lease.

1.04 CPI

"CPI" means the Consumer Price Index published by the United States farm of Labor Statistics, for all commodities for all urban consumers in the All U.S. Cities Average Index (index base 1982-84=100).

1.05 City Council

"City Council" means the legislative body of the City as established in Title 4, Division 3, Part 2 of the California Government Code, with the authority to lease City property, including property at the Airport.

1.06 DOT

"DOT" means the United States Department of Transportation, and any federal agency succeeding to its jurisdiction.

1.07 FAA

"FAA" means the Federal Aviation Administration of the United States government, and any federal agency succeeding to its jurisdiction.

1.08 Sign

"Sign" shall have the meaning set forth in Section 3.4.

1.09 Leased Premises

"Leased Premises" means those certain premises leased to Lessee pursuant to this Lease, which premises is more particularly described by Section 2.02 and the attached Exhibit A.

1.10 Lease Year

"Lease Year" means a period of twelve (12) consecutive calendar months, starting on the Effective Date ***** ("Commencement Date") and ending *****

1.11 Trade Fixtures/ Lessee's Fixtures

"Trade fixtures" shall mean, but shall not be limited to: any signs (electrical or otherwise) used to identify Lessee's business; all machinery and equipment used in connection with Lessee's required or permitted activities pursuant to this Agreement, whether or not such machinery or equipment is bolted or otherwise attached to the Leased Premises; and all other miscellaneous office equipment, furnishings, and personal property of the Lessee.

Article 2 Special Conditions

2.01 Term

(a) Commencement

The term of this Agreement shall be for 5 Lease Years, commencing on the Commencement Date and terminating on ***** ("Initial Term").

(b) Extension of Initial Term

Lessee may request an extension of the Initial Lease Term and the parties shall negotiate an Extended Term in good faith. Any Extended Term must be evidenced by a written amendment of this Lease approved by each party and signed by their authorized representatives.

If the City requires Lessee to move to a new location at the end of the initial term of this lease, Lessee may request a rental credit to offset the cost of the move to a new location.

(c) Use of the Word "term"

Whenever the word "term" is used hereafter in this Agreement it shall mean the Initial Term and include any Extended Terms to which the parties have agreed.

(d) Early Termination

Lessee may terminate said lease within the term of this lease and be subject to a early termination fee of equal to three months fees without cause.

2.02 Description of Leased Premises

City hereby Leases to Lessee the following premises at Airport more particularly described below and shown on Exhibit A, attached hereto and incorporated herein by this reference:

(a) Hasting Ukiah, CA 95482

Lessee accepts the Leased Premises as specified herein and such area shall not be subject to recalculation. Except as provided herein, all premises are leased in their "as is" condition and without any expressed or implied representations or warranties of any kind whatsoever.

2.03 Use of the Leased Premises

(a) Permitted Use

Subject to the limitations set forth in Section 2.03(b), and elsewhere in this Agreement, Lessee may use the Leased Premises for any or all of the following purposes, but for no other purposes:

City authorizes Lessee to use the assigned space for 24 hour per day

Lessee, its employees, agents, guests, invitees, suppliers of material and furnishers of services shall have full rights of ingress and egress with respect to the following areas: 1) common use areas of the Airport; 2) the Leased Premises.

Lessee's use of the Leased Premises shall be in accordance with the laws of the federal government and State of California, the ordinances, rules and regulations of the City of Ukiah, the regulations of the FAA, the DOT, and the applicable requirements of any other governmental agency with jurisdiction over the Airport or Lessee's operations at the Airport. Lessee shall not engage in any operations at Airport prior to obtaining any certification that may be required by the FAA. Lessee shall furnish the Airport Manager a copy of any such certificates, upon request.

(b) Limitations

Lessee shall use the Leased Premises in accordance with the following limitations and all other applicable terms, promises, conditions, and covenants contained herein.

1. Except as specifically authorized in subsection (a) of this Section 2.03, Lessee shall not:

a. engage in any commercial or noncommercial aeronautical or non-aeronautical activity at Airport other than as provided in Section (a), including the sale of fuel, oil, or any other petroleum product, without first complying with the *Commercial Operating Standards – Ukiah Airport* and obtaining the required permits or agreements from City; and

b. install or operate coin-operated food or drink dispensing machines or devices unless approved in writing by the Airport Manager.

c. install pay telephones. City specifically reserves the right to arrange for the installation of such pay telephones as Lessee may desire and to secure the income from such installations unless approved in writing by the Airport Manager.

d. sell prepaid telephone cards or lottery tickets unless approved in writing by the Airport Manager.

e. sell any goods or service not approved in writing by the Airport Manager, including, but not limited to, threatening devices or weapons.

- f. solicit or advertise goods which are not authorized by the Airport Manager under this Agreement.
- g. allow any sale by auction on the Leased Premises, without the prior consent of the Airport Manager.
- h. use or allow the Leased Premises to be used for any improper, immoral, or unlawful purpose.
- i. obstruct the sidewalks, roadways or passageways adjacent to the Leased Premises.

2.04 Rent

Lessee shall pay rent to City as follows:

(a) Time and Manner of Payment

Lessee shall pay all rent in advance, in equal monthly installments, at City's accounting office, at the address shown for City under Section 2. herein, on the first day of each calendar month throughout the term of this Agreement. Each such monthly installment shall be in an amount equal to one-twelfth (1/12th) of the rent payable for the Lease Year then in effect. Rent for partial months shall be pro-rated on a monthly basis, based on a 12 month year.

Calculation of rent herein, on the basis of amounts payable per Lease Year, is for purposes of convenience only, and shall not be construed as affecting Lessee's obligation to pay City rent for the entire term hereof.

(b) Base Rent

Commencing on the Commencement Date Lessee shall pay Base Rent in the total amount of \$873 per month. Base Rent has been calculated based on the following rates:

- (i) .015\$ per sq foot @ 58,200 sq ft = 873\$ per month rent;

(c) CPI Rental Increases

Lessee shall pay rental increases, calculated as follows:

- (i) Effective on the July 1st of each Lease Year Lessee shall pay rent based on the just completed Lease Year's rent plus an additional amount calculated as follows:

The just completed Lease Year's rent shall be multiplied by the same percentage as the percentage increase, if any, in the current CPI, prior to any seasonal adjustment, as compared to the same month in the preceding year (e.g. July 2008 level of 219.964 (1982-84=100) is 5.6% higher than in July 2007) Lessee shall pay as additional rent a sum equal to the product thereof, to the extent that such sum does not exceed 3 percent (3%) of the total rent payable by Lessee for the immediately preceding Lease Year.

- (ii) Any decrease in the CPI shall not result in any decrease in Lessee's rental obligation herein.

2.05 Security Deposit

(a) Initial Deposit

None required

(b) Conditions of Deposit

City may use such deposit, or any portion thereof, for payment of any sum owed to City by Lessee, Within fifteen (15) days of applying such deposit to correct a default or to pay amounts due or owing upon termination of this Agreement, City shall provide Lessee with an accounting of such deposit application. Upon termination of this Agreement, such deposit less any amounts due or owing to City by Lessee shall be refunded to Lessee.

2.06 Additional Fees, Charges and Rentals

Lessee shall pay to City additional fees, charges and rentals in the event of any of the following:

- (a) If City has paid any sum or sums, or has incurred any obligation or expense, for which Lessee has agreed to pay or reimburse City, or for which Lessee is otherwise responsible; Lessee will be notified

Lessee's obligations pursuant to this Section 2.0 shall include all interest, cost, damages, and penalties in conjunction with such sums so paid or expenses so incurred by City, which may be added by City to any installment of fees, charges, and rents payable herein. Each and every part of such payment by City shall be recoverable by City in the same manner and with like remedies as if it were expressly set forth herein.

2.07 Liquidated Damages from Late Payments

If Lessee is in arrears for ten (10) days or more following the due date of any amount payable to the City under this Lease, the parties acknowledge that additional clerical, accounting and other work will be performed which would not otherwise be needed absent the late payment. In addition, because the actual charges as a result of the late payment are difficult to identify, the parties hereby agree that Lessee shall pay as a reasonable charge, liquidated damages for the late payment in the amount of eighteen percent (18%) annual percentage rate, or twenty-five dollars (\$25.00) whichever is greater, applicable from the date such payment was due to the date of actual payment. If the maximum charge permitted by law is less than the foregoing amount, then the rate shall be such amount determined to be the maximum legal amount.

2.08 Utilities

Lessee, at Lessee's sole cost and expense, shall make its own arrangements and pay for all charges assessed for any and all of its utilities, including, but not limited to, electrical

power, natural gas, water, sanitary sewer, trash/garbage collection and disposal, telephone and communication services, and for any other utility service or other service supplied to or used on the Leased Premises, including any and all connection and metering charges, as billed directly to Lessee by the City of Ukiah utilities departments or any other utility companies furnishing such services. Where multiple rental units are supplied a utility service through a master meter for which the Airport or the City is billed, Lessee shall pay such costs and charges based upon such standard Airport rates and charges as may be established from time to time by City, and meter readings, if any, for amounts used by Lessee, within thirty (30) days following the date of such billing. Lessee agrees that any and all such charges for any and all such services shall be paid before they become delinquent and that City shall be protected and held harmless by Lessee from any expense or payment, arising from Lessee's failure to make a timely payment for such services. City shall not be liable to Lessee for any interruption in or curtailment of any utility service, nor shall any such interruption or curtailment constitute a constructive eviction or grounds for rental abatement in whole or in part.

2.09 Maintenance of Leased Premises

(a) Responsibility of City

No maintenance of the leased space

(b) Responsibility of Lessee

Lessee is responsible for all maintenance of the lease premises.

Lessee shall be solely responsible for the cost of any repair or maintenance to the Leased Premises resulting from the negligent acts or omissions of Lessee, its officers, agents, employees, invitees, suppliers, or contractors. In the event of such damage, City may elect to perform such repair or maintenance itself, at Lessee's sole cost and expense, or require Lessee to perform the same at Lessee's sole cost and expense. Provided, however, if such repair or maintenance is not of an emergency nature, as determined by the Airport Manager, in his sole discretion, City shall give Lessee five (5) days advance written notice of its election in such matter.

Lessee agrees to take good care of the premises and to return the same at the termination of this Agreement in as good order and condition as when received, excepting ordinary wear and tear and natural decay.

2.10 Improvements or Alterations

(a) General

No improvements, alterations or repairs of any kind shall be erected, placed, assembled, constructed or permitted on the Leased Premises without first obtaining written authorization from the Airport Manager. In the sole opinion of the Airport Manager, if the proposed improvement, alteration or repair project is of a minor nature, the project may be reviewed and approved solely by the Airport Manager. The Airport Manager, at his sole discretion, based on the nature of the proposed improvement, alteration or repair project may waive one or more of the procedures as set forth in Section 2.11 herein. Notice of such waiver shall be in writing. In the absence of such written waiver, Lessee must follow the procedures as set forth in Section 2.11 herein.

(b) Preliminary Plans

Prior to the preparation of preliminary plans, Lessee shall contact the Airport Manager to schedule a pre-project meeting to brief City staff on the proposed improvement. Preliminary plans shall show the full extent of the improvements to be constructed including grading, drainage, landscaping, paving, structural details and utility locations and the relationship of the proposed improvements to all adjacent Airport parcels, public roadways, service roadways, taxiways and aircraft parking aprons. A minimum of three (3) full sets of preliminary plans shall be submitted for approval. Civil engineering plans shall include plan drawings submitted on a scale not smaller than one (1) inch equals fifty (50) feet. Architectural plans shall include plan drawings at a suitable scale but in no case shall the scale be smaller than 1/16 inch equals one (1) foot. Plans shall include complete specifications in sufficient detail for City to determine compatibility with City objectives for the overall aesthetic character and quality of the improvements, including the proposed exterior color, scheme, style, materials, wording and placement of all signs.

(c) Review of and Comment on Preliminary Plans

Within thirty (30) days of the date of receipt of the preliminary plans, City will return two sets of plans with comments. City review and comment on the preliminary plans does not mean or infer that the proposed improvement has been approved by City. Additional plans, specifications or design features beyond those submitted with the preliminary plans may be required and shall be prepared by Lessee at the request of City.

(d) Final Plans

A minimum of three (3) copies of final plans and specifications showing responses to comments received and setting forth in all necessary detail the requirements for construction of the project shall be submitted to City for approval prior to submitting plans to other applicable agencies so that City may check them for design conformance with the preliminary plans.

(e) Approval of Final Plans

Within thirty (30) days of the date of receipt of the final plans, if final plans are approved, City will return final plans to Lessee with City approval stamp on the plans. City will retain one full set of final plans. *City approval of the final plans shall only mean that the proposed improvement is consistent with City's goals and objectives for Airport development projects and does not infer that the proposed improvement is approved by the City officials, boards or commissions with regulatory jurisdiction over the project, such as the Building Official, Zoning Administrator, City Engineer, Planning Commission, Traffic Engineering Committee, City Council ("City Regulators").* After approval of the final plans by City, Lessee has full responsibility for obtaining all required federal, State and local approvals and permits including compliance with California Environmental Quality Act (CEQA) requirements.

(f) Modification of Final Plans

Any modifications to the approved final plans including environmental mitigation measures, modifications imposed by City officials, commissions or boards with

regulatory jurisdiction over the project, or construction change orders shall be submitted to City for approval prior to construction.

(g) Notice of Completion

Within ten (10) days of construction completion, Lessee shall submit a Notice of Completion to City. Within ten (10) days of receipt of Notice of Completion, City may schedule an inspection of the improvements to be accompanied by Lessee for purposes of confirming compliance with the final plans and any subsequent modifications to the final plans. This inspection tour may be scheduled at the same time Lessee schedules a final inspection in accordance with any requirements imposed by the City Regulators.

(h) As-Constructed/Record Drawings

Within sixty (60) days after filing the Notice of Completion, Lessee shall furnish to City one (1) set of original reproducible record drawings showing the "as-constructed" improvements.

(i) Removal of Unapproved Improvements

Improvements made on the Leased Premises without the approval of final plans for said improvements as outlined herein are hereby determined to be unapproved improvements constructed or installed in violation of the conditions, restrictions and requirements of this Agreement. Unapproved improvements shall be immediately removed at Lessee's sole expense. Portions of improvements that are not constructed as indicated and specified on approved plans are also hereby determined to be unapproved improvements and shall be immediately removed or corrected at Lessee's sole expense.

2.11 Insurance

(a) Throughout the term of this Agreement, Lessee for itself and its officers, representatives, agents, employees, guests, patrons, contractors, subcontractors, licensees, invitees, and suppliers shall maintain in full force and affect the forms of insurance specified in Exhibit B.

2.12 Trash and Garbage

Lessee shall be responsible for all trash and garbage cost and removal.

2.13 Vehicular and Equipment Parking

Vehicular and equipment parking by Lessee, its employees, agents, suppliers, subcontractors, customers, guests or invitees shall be restricted to Lessee's Leased Premises. Parking in areas other than the Leased Premises shall be subject such regulations or restrictions as apply to the general public, including the payment of such parking fees and charges as may from time to time be in effect for designated areas.

2.14 Notices

(a) Notices required herein shall be in writing and served personally, sent by overnight courier, such as UPS or Federal Express, U.S. Mail with first class postage prepaid, or facsimile. Any notice mailed pursuant to this Section 2.2(a), shall be presumed to have been received by the addressee 48 hours after deposit in the mail. Either party shall have the right, by giving written notice to the other, to change the addressee, address or facsimile number at which its notices are to be received. Until any such change is made, notices shall be addressed and delivered as follows:

City:

Airport Manager
1403 South State St.
Ukiah, Ca 95481

Lessee:

AG Unlimited a division of the Lyman Group,
Inc.
303 Talmage Rd
Ukiah, Ca 95482

If sent by facsimile, said notice shall be presumed to have been received by the recipient upon confirmation by facsimile machine provided that the following facsimile numbers are used:

City:

(707) 467-2855

Lessee:

(707)462-1492

(b) All notices shall be effective upon receipt and shall be deemed received upon delivery, if personally delivered.

(c) The person and address provided pursuant to Section 2.13(a) shall be deemed each party's agent for service of process, unless the party provides a separate written notice of its agent for service of process, including the agent's street address.

Article 3 General Conditions

3.01 Acceptance of Leased Premises

Lessee hereby accepts the Leased Premises in its "as-is" condition existing on the Commencement Date. Taking possession of the Leased Premises by Lessee shall be conclusive evidence that the condition thereof is satisfactory to Lessee. City makes no representation or warranty that the Leased Premises are suitable for the uses to which Lessee shall be restricted pursuant to this Agreement. All Systems shall be in good working order upon acceptance.

3.02 Accord and Satisfaction

No payment by Lessee or receipt by City of a lesser amount than the rent, fees and/or charges due to be made by Lessee herein shall be deemed to be other than on account of the rent, fees and/or charges due, and no endorsement or statement on any check or in any letter accompanying any check or payment as rent, fees and/or charges shall be deemed an accord and satisfaction, and City may accept such check or payment without prejudice to City's right to recover the balance of such rent, fees and/or charges or to pursue any other remedy provided in this Agreement.

3.03 Airport Regulations

In the use of the Leased Premises, Lessee agrees to observe, obey and abide by all ordinances, airfield rules and other regulations of City applicable thereto. In addition to the foregoing, Lessee shall comply immediately with any and all directives issued by the Airport Manager.

3.04 Amendment Required by FAA

This Agreement may be amended without further consideration for the purpose of satisfying FAA requirements.

3.05 Assignment and Subletting

(a) Assignment

Lessee shall have no right to assign, mortgage, and pledge or otherwise transfer this Agreement, either voluntarily or by operation of law, in whole or in part, without the prior written consent of the City in each instance.

(b) Subletting

Lessee shall have no right to sublease all or any part of the Leased Premises without the prior written consent of City, consent will not be unreasonably withheld

3.06 Authority of Agreement

Lessee warrants and represents that it has the right, power, and legal capacity to enter into, and perform its obligations under this Agreement, without any additional approvals or consents. The execution, delivery, and performance of this Agreement by the undersigned Lessee representatives have been duly authorized by all necessary corporate action of Lessee, and this Agreement will constitute a legal, valid, and binding obligation of Lessee, enforceable in accordance with its terms.

3.07 Authority of the Airport Manager

The Airport Manager shall administer this Agreement on behalf of City. The Airport Manager shall represent the City and communicate with the Lessee on behalf of the City. The laws and rules applicable to the City will determine which City official or employee has the authority to make any particular decision on behalf of the City.

Any appeals of these policies can be taken to the Airport Commission for review and recommendation to the City Council.

3.08 California Law

This Agreement shall be interpreted and enforced in accordance with the laws of the State of California. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumption or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

Any litigation filed by Lessee or City against the other regarding the terms of this Agreement, performance of a party's obligations under this Agreement, or any other reason related in any way to this Agreement, shall be filed in the California state courts in Ukiah, California, and the appropriate California courts of appeal. Each party consents to the jurisdiction of such courts and agrees to venue in Ukiah, except as apply to FAA or federal issues

The prevailing party in any action to interpret or enforce this Lease shall be entitled to recover its attorneys' fees and other costs of the litigation from the other party.

3.09 City's Remedies

Pursuant to Section 1951.2 of the California Civil Code:

(a) In the event that Lessee breaches this Agreement and abandons the property before the end of the term hereof, or if Lessee's right to possession is terminated by City because of a breach of this Agreement, this Agreement terminates. Upon such termination, the City may recover from Lessee:

- (i) The "worth at the time of award" of the unpaid rent which had been earned at the time of termination;
- (ii) The "worth at the time of award" of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided;

(iii) The "worth at the time of award" of the amount by which the unpaid rent for the balance of the term hereof after the time of award exceeds the amount of such rental loss that Lessee proves could reasonably be avoided; and
(iv) Any other amount necessary to compensate City for all the detriment proximately caused by Lessee's failure to perform its obligations under this Agreement, or which in the ordinary course of things would be likely to result there from.

(b) The "worth at the time of award" of the amounts referred to in Subsections (a)(i) and (ii) of this Section 3. is computed by allowing interest at the rate of eighteen percent (18%). The "worth at the time of award" of the amount referred to in Subsection (a)(iii) of this Section 3. is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

(c) Damages which City may recover pursuant to Subsection (a)(iii) of this Section 3. include the worth at the time of award of the amount by which the unpaid rent for the balance of the term hereof exceeds the amount of such rental loss for the same period that Lessee proves could be reasonably avoided; or City may recover damages pursuant to Subsection (a)(iii) of this Section 3. in the event that City rerents the Leased Premises prior to the time of award and proves that in reletting the property it acted reasonably and in a good-faith effort to mitigate the damages.

(d) Efforts by City to mitigate the damages caused by Lessee's breach of this Agreement do not waive City's right to recover damages pursuant to said Section 1951.2 and this Section 3.

(e) Nothing in this Section 3. affects the right of City under this Agreement to indemnification for liability arising prior to the termination of this Agreement for personal injuries or property damage, as herein provided.

Notwithstanding the foregoing, in the event of Lessee's breach of this Agreement and abandonment of the Leased Premises, pursuant to Section 1951.4 of the California Civil Code, City may, at its sole option, elect to continue this Agreement and enforce all its rights and remedies herein against Lessee, including the right to recover the rent as it becomes due.

3.10 Cumulative Remedies

No remedy or election herein shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

3.11 Damage or Destruction of Improvements

In the event that any or all of the improvements located in or on the Leased Premises shall suffer partial or substantial destruction at any time during the term of this Agreement, the respective rights and obligations of the parties hereto with respect to reconstruction, repairing, and/or restoring such improvements and/or with respect to the matter of the continuance or termination of this Agreement following any such destruction, shall be controlled by the provisions of this Section 3.12.

(a) Definitions

For the purpose of this Agreement, the following definitions shall apply: 1) the term "Partial Destruction" as used herein, shall be deemed to mean a destruction of improvements to such an extent that the then currently estimated total costs of restoring the destroyed improvements to as good a condition of habitability and/or usability (for those certain uses herein authorized and intended therefore) as existed immediately prior to the occurrence of any such destruction shall not exceed fifteen percent (15%) of the then current estimated total replacement costs of all of the improvements on the Leased Premises (excluding land and personal properties). 2) the term "Substantial Destruction" as used herein, shall be deemed to mean a destruction of improvements to such an extent that the then current estimated total costs of restoring the destroyed improvements to as good a condition of habitability and/or usability (for those certain uses herein authorized and intended therefore) as existed immediately prior to the occurrence of any such destruction shall exceed fifteen percent (15%) of the then current estimated total replacement costs of all of the improvements on the Leased Premises (excluding land and personal properties).

(b) Repair Obligations and Rights of Termination

In the event the City-owned improvements located in or on the Leased Premises shall suffer Partial or Substantial Destruction at any time during the term hereof, then:

(i) City may, but shall not be obligated to so perform, the reconstruction, repair, and/or restoration of such improvements.

(ii) If the destruction is substantial, either party may cancel and terminate this Agreement as of the date of the occurrence of such destruction by giving written notice to the other party within sixty (60) days after such destruction.

(iii) If, within sixty (60) days after the date of any partial destruction, City has not completed the reconstruction, repair, and/or restoration of the destroyed improvements, then, at any time prior to the completion of such reconstruction, repair and/or restoration by City, Lessee may cancel and terminate this Agreement by service of a minimum of thirty (30) days advance written notice upon City.

(iv) If within sixty (60) days after the date of any substantial destruction, City has not commenced the reconstruction, repair or restoration of the destroyed improvements or, if such action has been commenced during said period but the Leased Premises shall not have been fully reconstructed, repaired or restored to a tenantable condition within one hundred twenty (120) days following the date of such Substantial Destruction, then, at any time prior to the completion of such reconstruction, repair or restoration by City, Lessee may cancel and terminate this Agreement by service of a minimum of thirty (30) days advance written notice upon City.

(c) Limitation on City's Obligations

The foregoing provisions of this Section 3.1 notwithstanding, City shall not be liable for or obligated to reconstruct, repair, restore, reinstall, or replace any improvements or any furnishings, fixtures, or equipment, or other personal property, installed, placed, located in, on or about the Leased Premises by Lessee, Lessee's employees, agents, representatives, tenants, or sub lessees.

(d) The Payment of Rental

In the event any or all of the City improvements located in or on the Leased Premises shall suffer either Partial or Substantial Destruction, at any time during the term hereof, the monthly rental due to be paid by Lessee shall be paid to the date of such destruction and shall then be abated to the extent that the Leased Premises are untenable, so that Lessee shall only be obligated to pay rental on those portions of the Leased Premises that are tenable.

3.12 Early Termination by City

City may terminate this Agreement prior to expiration of the term hereof upon the happening of one or more of the following events:

- (a) Lessee fails to make any payment of rent or any other required payment, as and when due herein, where such failure continues for a period of thirty (30) days following service of notice thereof upon Lessee by City;
- (b) Lessee fails to obtain or maintain any of the insurance coverage's required by this Agreement;
- (c) Lessee vacates or abandons the Leased Premises for a period of thirty (30) days or more;
- (d) Lessee breaches the covenants contained in Sections 1, 2 or 4 of Section B of that document entitled "Assurances Required by The Federal Aviation Administration," and incorporated by reference in this Agreement in Section 3.06 or
- (e) Lessee defaults in performance of any promise, term, condition, or covenant required of it herein (other than those expressly set forth in Subsections (a) through (f) above, wherein no further default notice is required).

3.13 Removed

3.14 Execution by City Council

Submission of this document by City for review, examination or execution by Lessee does not constitute a reservation of an option to lease space on the Airport, and this document shall not be effective as a lease agreement, or otherwise, unless and until approved by the City Council of the City and executed by the officer authorized by said Council.

3.15 Force Majeure

Neither City nor Lessee shall be deemed to be in breach of this Agreement if either is prevented from performing any of its obligations herein by reason of strike, boycott, labor dispute, embargo, shortage of energy or materials, act of God, act of a public enemy, act of a superior governmental authority, weather conditions, rebellion, riot, sabotage, or any other circumstance for which it is not responsible, or which is not within its control.

3.16 Headings

The headings of the articles and Sections of this Agreement are inserted only as a matter of convenience and for reference, and do not define or limit the scope or intent of any provisions of this Agreement, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

3.17 Holding Over

If Lessee remains in possession of the Leased Premises following the expiration or earlier termination of this Agreement, such holding over shall not be deemed to constitute an extension or renewal of this Agreement, but shall merely create a tenancy from month-to-month which either party hereto may terminate upon ninety (90) days advance written notice to the other provided lease is in good standing. In the event of such holding over, Lessee shall perform all terms, promises, conditions and covenants required of it herein, but shall pay rent to City in such amounts as may be designated by existing rate, which in no case shall be less than that in effect immediately prior to such expiration or earlier termination of this Agreement.

3.18 Indemnification of City

Lessee shall indemnify, defend and hold City and its elected representatives, officers, agents and employees harmless from and against all liabilities, losses, costs, suits, claims, judgments, expenses, fines or demands of any kind (including, but not limited to, costs of investigation, court costs and expert fees) resulting from any injury, damage or death to any person or property, of any nature whatsoever, and arising out of or alleged to arise out of the use, occupancy or operations of Lessee, or any of its officers, representatives, agents, employees, guests, patrons, contractors, subcontractors, licensees, subtenants, invitees, or suppliers, at the Airport. Lessee shall not be liable for any injuries, death or damage to the extent that such injury, death or damage is caused exclusively by the negligence of City, its elected representatives, officers, agents or employees. This Section 3.18 shall survive the termination or expiration of this Agreement

3.19 Interpretation of Agreement

Nothing herein contained shall be construed or interpreted, in any manner whatsoever, as limiting, relinquishing or waiving any of the rights of ownership enjoyed by City in and to Airport property, or in any manner waiving or limiting City's control over the operation and maintenance of the Airport property or in derogation of such governmental rights as City possesses, except as is specifically provided for herein.

3.20 Invalid Provisions

In the event of any covenant, condition or provision of this Agreement, or the application thereof to any person, entity, or circumstances, shall to any extent be held by a

court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person, entity, or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, provided that such invalidity, voiding or unenforceability of such covenant, condition or provision does not materially prejudice either party in its respective rights and obligations contained in the then remaining valid covenants, conditions or provisions of this Agreement.

3.21 Licenses and Permits

Lessee shall obtain, at its sole cost and expense, all necessary licenses and permits required for construction of improvements or installation of equipment on the Leased Premises, and any other licenses or permits necessary for the conduct of Lessee's operations at Airport.

3.22 National Pollutant Discharge Elimination System

Operator shall comply with all federal and State regulations governing the National Pollutant Discharge Elimination System (NPDES) including all future amendments of said regulations, and procedures as may be adopted by federal, State or local agencies.

3.23 Negation of Partnership

Nothing in this Agreement shall be construed to render City in any way or for any purpose, a partner, joint venture, or associate in any relationship with Lessee other than that of landlord and tenant, nor shall this Agreement be construed to authorize either City or Lessee to act as agent for the other.

3.24 Net Lease

Except as otherwise expressly provided, this Agreement shall be without cost to City for the maintenance and improvement of the Leased Premises.

3.25 Noise Control

Lessee shall not conduct any operation or activity on the Leased Premises, or elsewhere at Airport, which produces sound of such volume, frequency or intensity as to constitute a nuisance. The Airport Manager shall have the sole and exclusive authority to determine what constitutes a nuisance under the provisions of this Section, except that operations and activities having noise levels not in violation of federal, State or local governmental standards shall not be deemed a nuisance, and not in conflict with existing Senate Bill 2630 excluding air ambulance operations section 21662.4 of the PUC.

3.26 Nondiscrimination

Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, creed, national origin, sex, age or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Lessee's facilities pursuant to its operations herein; (2) that in the furnishing of services on Airport, no person on the grounds of race, color, creed, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination; (3) that Lessee shall use Airport in compliance with all other requirements

imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulations may be amended.

3.27 Nonexclusive Rights

Nothing herein shall be construed to grant or authorize the granting of any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act for the conduct of any activity on the Airport; provided, however, subject to the terms and provisions of this Agreement, Lessee shall have the right to exclusive possession of the Leased Premises described by Section 2.02.

3.28 Non-waiver of Rights

No waiver of default by either party hereto of any of the terms, promises, covenants, or conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, promises, covenants, or conditions herein contained, to be performed, kept, and observed by such other party.

3.29 Notice of Claims and Suit

City and Lessee shall each give the other prompt and timely written notice of any personal injury or other accident claims, and of any lawsuit coming to its knowledge when either such claim or lawsuit arises out of or is in any way connected with the Subleased Premises, the operations of Lessee herein, or the construction or operation of Airport by City, which in any way, directly, indirectly, contingently or otherwise, might reasonably affect the parties' relationship under this Agreement.

Such notice shall be deemed prompt and timely if given within thirty (30) calendar days following the date of receipt of such claim by an officer, agent, or employee of either party, and if given within ten (10) calendar days following the date of service of process upon either party with respect to any such lawsuit.

3.30 No Warranty Regarding Airport

City does not warrant that Airport will continue to be used as an airport during the term of this Agreement. In the event that such airport use is terminated, whether temporarily or permanently, The City will negotiate in good faith a settlement, and will be cause for immediate termination of lease and refund of any deposits and lease amount remaining.

3.31 Nuisance and Waste

Lessee shall not erect, nor permit to be erected, any nuisance on the Leased Premises, or permit any waste thereof. Lessee shall not permit any trash or garbage to accumulate on or about the Leased Premises.

3.32 Prohibition of Liens

Lessee shall pay promptly, as due, all persons supplying labor and materials for any alteration of, or improvement to, the Leased Premises, and shall permit no lien or claim to be filed or prosecuted against City on account of such labor and materials furnished.

3.33 Removal of Lessee's Property

If Lessee is not in default as to the payment of any rent, fee, or other charge payable to City herein, Lessee may remove its inventory, Trade Fixtures and furnishings from the Leased Premises upon expiration or earlier termination of this Agreement. If Lessee does not elect, or otherwise fails to remove the same, or any part thereof, within thirty (30) days following City's regaining possession of the Leased Premises, City may, at its option, either require such removal at Lessee's sole cost and expense, or keep such property, in which latter event, title to the same shall vest in City without any obligation to pay Lessee with respect thereto.

3.34 Reports

Lessee shall provide City with any reasonable operational reports which the Airport Manager may from time to time request by written notice to Lessee.

3.35 Restrictions and Regulations

This Agreement, and the rights herein granted, shall be subject to any and all applicable federal, State and City rules, regulations, orders and restrictions which are now in force or which may hereafter be adopted by any duly authorized governmental agency with respect to Lessee's operation at Airport.

3.36 Right of Entry

City, its officers, agents, and employees shall have the right, throughout the term of this Agreement, to enter upon the Leased Premises for any lawful purpose, including the purpose of determining whether Lessee is complying with its obligations under this Lease. City will provide a twenty-four-hour (24) notification of intent to enter premises unless an emergency situation warrants entry due to emergency services provided by lessor.

Such entry by City shall not be deemed to excuse Lessee's performance of any promise, term, condition, or covenant required of it by this Agreement, and shall not be deemed to constitute waiver thereof by City.

3.37 Risk Reduction

Lessee shall neither use nor permit the use of the Leased Premises in such a manner as to increase the risk which would affect the rate of insurance thereon in excess of that in existence at the commencement of the term hereof.

3.38 Signs

As used herein, "sign" means any advertising sign, billboard, identification sign or symbol, poster, or other similar device, regardless of content.

Lessee shall not erect, maintain, or display any sign on the Leased Premises, or elsewhere at Airport, without the prior written consent of the Airport Manager. Lessee shall submit drawings, sketches, designs, and dimensions of such signs to the Ukiah Airport Manager when requesting such approval. All such signs shall be consistent with City's general sign policy for Airport and the provisions of the Ukiah City Code. Any condition, restriction, or limitation as to use or appearance of such signs as may be stated by the Airport Manager in writing shall become a part of this Agreement, as if specifically set forth herein.

3.39 Subordination

This agreement shall be subordinate to the provisions of any existing and future agreement, rules and regulations between Lessor and the United States of America, or any agency or administrative arm thereof relating to the operation or maintenance of the Ukiah Regional Airport or the conduct or operation of any flight school or other governmental operation thereon.

3.40 Successors and Assigns

The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, heirs, and personal representatives of the parties hereto.

3.41 Surrender of Leased Premises

City is required to give Lessee any notice to quit possession of the Leased Premises upon expiration or earlier termination of this Agreement. Lessee shall peaceably surrender possession of the Leased Premises upon expiration or earlier termination of this Agreement in as good order and condition as when received, excepting reasonable wear, destruction by lightning or other natural causes, or fire not caused by the acts or omissions of Lessee, its officers, agents, employees, subcontractors, customers, invitees, or other persons doing business with Lessee or on the Leased Premises with the consent of Lessee.

3.42 Taxes

Lessee shall, at its cost and expense, pay any and all taxes for which it is legally responsible, or which may be assessed against it recognizing the lessor's Mendocino County non-profit welfare exemption.

3.43 Time of the Essence

Time is of the essence in the performance of this Agreement.

3.44 Entire Agreement

This Agreement, together with all attached exhibits, contains the entire agreement between the parties, concerning the lease of the Leased Premises to Lessee. This Lease supersedes and replaces any other representations, statements or agreements by or between the parties concerning the lease of the Leased Premises to Lessee. This Agreement may be amended only by written instrument duly executed by Lessor and Lessee, except as stipulated in Section 3.04.

3.45 Execution of Agreement

IN WITNESS WHEREOF, the parties have entered this Agreement on the Effective
Date. *****

By: _____
Sage Sangiacomo, City Manager
CITY OF UKIAH

By: _____
AG Unlimited a division of the Lyman Group, Inc.

ATTEST: _____
Kristine Lawler, Clerk
CITY OF UKIAH



EXHIBIT A

CITY OF UKIAH

INSURANCE REQUIREMENTS FOR LESSEES

Without limiting Lessee's obligation to indemnify the City under the attached Agreement for Lease of Property (Agreement), Lessee shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with Lessee's space, products and operations pursuant to the Agreement. City shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the City's Risk Management Office the insurance provisions in these requirements do not provide adequate protection for City and for members of the public, City may require Lessee to obtain insurance sufficient in coverage, form and amount to provide adequate protection. City's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

Verification of Coverage

Lessee shall furnish the City with certificates of insurance evidencing coverage required herein, including copies of endorsements with specific reference to each of the coverage modifications or amendments set forth below. **Certified copies of required endorsements must be attached to provided certificates.** All certificates are to be received and approved by the City prior to the effective date of the Agreement. The City reserves the right to require that Lessee provide complete, certified copies of any policy of insurance offered in compliance with these specifications. As an alternative to insurance certificates, the Lessee's insurer may voluntarily provide complete, certified copies of all required insurance policies, including endorsements, affecting the coverage required by these specifications.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 6/92) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by State of California and Employer's Liability Insurance.
4. Cargo Legal Liability (if applicable)

Minimum Limits of Insurance

Lessee shall maintain for itself and its officers, representatives, agents, employees, guests, patrons, contractors, subcontractors, licensees, invitees, and suppliers limits no less than:

1. General Liability: \$2,000,000 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, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Fire legal not less than \$250,000
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all owned, non-owned, and hired vehicles operated by or on behalf of Lessee on the Leased Premises, or elsewhere at the Airport, including any additional or replacement vehicles.
3. Workers' Compensation: Statutory
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retention

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

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

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

2. For any claims related to Lessee's activities pursuant to the Agreement, the Lessee's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
4. The Lessee'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.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been received by the City.
6. To the extent permitted by law, the workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the City, its officers, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with work performed under this Agreement by the Lessee.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit rating. The City Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the City and the general public are adequately protected.

ASSURANCES REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION

SECTION A

Purpose, Classes of Activities, Applicability of Assurances And Definition of Terms

1. PURPOSE:

The City of Ukiah, California, an airport owner subject to both Federal Grant Agreement obligation; is required by the Federal Aviation Administration (FAA) to include specific provisions, addressing, among other things, the requirements of Title VI of the Civil Rights Act of 1964, Exclusive Rights prohibitions, and Affirmative Action items contained in Title 14 Code of Federal Regulations Part 152, within all agreements (including, without limitation, leases, licenses, permits, and contracts) between said City and any and all entities who use or perform work or conduct activities on City owned or operated airport premises for aeronautical or non-aeronautical purposes. The purpose of this Exhibit is to appropriately incorporate within the "Agreement," to which it is attached and made a part of by reference therein, the seventeen (17) numbered provisions contained within Section "B," "ASSURANCES," below.

2. CLASSES OF ACTIVITIES:

The applicability of each of the seventeen (17) numbered provisions contained within Section "B," "ASSURANCES," below, to that certain "Agreement" to which this Exhibit is attached and made a part of by reference therein, is, among other things, dependent upon the type of work to be performed and/or the type of activities to be conducted at the airport(s) by the Lessee, Permittee, Licensee, Operator, etc., named therein, pursuant to and in accordance with those certain rights, privileges, uses, and operations, expressly granted and/or authorized there under. The following activity classifications, as established by the FAA, are provided for the information and guidance of all concerned:

a. Direct and Supportive Aeronautical: The following activities, commonly conducted on airports, are AERONAUTICAL ACTIVITIES:

- (1) Aerial Firefighting
- (2) Charter Operations
- (3) Pilot Training
- (4) Aircraft rental and sightseeing
- (5) Air Ambulance
- (6) Crop dusting
- (7) Aerial Advertising and Surveying
- (8) Aircraft Sales and Services
- (9) Sale of Aviation Petroleum products (whether or not conducted in conjunction with other included activities)
- (10) Repair and Maintenance of Aircraft
- (11) Sale of Aircraft Parts
- (12) Any other activities which, because of their direct relationship to the operation of an aircraft, can appropriately be regarded as an "aeronautical activity."

b. Complementary Aeronautical: The following activities, when conducted on airports, are COMPLEMENTARY AERONAUTICAL ACTIVITIES:

- (1) Ground Transportation (taxis, car rentals, limousines)
- (2) Restaurants
- (3) Barber Shops
- (4) Auto Parking Lots
- (5) Recreational Facilities
- (6) Any other commodities, services or accommodations made available to the general public.

c. Non-Aeronautical: The following activities, when conducted on airports, being neither "Direct and Supportive Aeronautical" nor "Complementary Aeronautical," as defined above, are NON-AERONAUTICAL ACTIVITIES.

- (1) Manufacturing
- (2) Agriculture
- (3) Any other activity not appropriately falling within the above-said "Direct and Supportive Aeronautical" and/or "Complementary Aeronautical," classifications.

3. APPLICABILITY OF NUMBERED PROVISIONS WITHIN SECTION "B," "ASSURANCES," BELOW TO CLASS (ES) OF ACTIVITIES SPECIFIED WITHIN PARAGRAPH 2, ABOVE:

The applicability of the numbered provisions within Section "B," "Assurances," below, to the respective classes of activities specified within sub-paragraphs 2a, b, and c, of this Section "A," above, is as follows:

<u>ACTIVITY CLASS</u>	<u>NUMBERED PROVISIONS APPLICABLE TO CLASS</u>
Direct and Supportive Aeronautical	1 through 17
Complementary Aeronautical	1 through 16
Non-Aeronautical	1 through 16

4. DEFINITION OF TERMS USED WITHIN SECTION "B," "ASSURANCES," BELOW:

In order to facilitate ease of fulfillment of the requirement specified within paragraph 1 of this Section "A," this Exhibit is designed to be attached to and made a part of all City of Ukiah Airport "Agreements," including, without limitation, leases, licenses, permits, contracts, etc. Therefore, in the event the "Agreement" to which this Exhibit is attached and made a part of by reference therein shall be other than a lease or be a lease within which the parties thereto are therein called or referred to other than "Lessor" and "Lessee," then, where the terms "Lessor," "Lessee," and "Lease" appear, as shown, within the seventeen (17) numbered "ASSURANCES" listed within Section "B," below, said terms shall be deemed to mean "CITY OF UKIAH, CALIFORNIA," "THE OTHER PARTY TO THE PARTICULAR AGREEMENT" (e.g., Licensee, Permittee, Concessionaire, Operator, etc.), and the "AGREEMENT" itself (regardless of title, type and/or description, including, without limitation, Leases, Agreements, Licenses, Permits, and Contracts) respectively. Where the terms "LAND LEASED" and "LEASED PREMISES" (and all reasonably readily identifiable derivations thereof) appear, said terms shall be deemed to mean the

land(s) and/or premises specifically identified within the "Agreement" as being that/those to which leasehold tenancies, occupancies, use(s), operation(s), and/or access(es) by the Lessee, Permittee, Licensee, Operator, Concessionaire, etc., are expressly authorized. In all cases, where the term "AIRPORT" appears, as shown, it shall be deemed to mean Ukiah Regional Airport as identified within the "Agreement" between the parties as being the Airport to which the "Agreement" pertains.

SECTION B

Assurances

1. The "LESSEE," for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (as a covenant running with the land if the "Agreement" to which this Exhibit is attached is a lease) that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this "LEASE" for a purpose for which a U.S. Department of Transportation (DOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the "LESSEE" shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
2. The "LESSEE," for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (as a covenant running with the land if the agreement to which this Exhibit is attached is a lease) that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the "LESSEE" shall use the "premises" in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
3. That in the event of breach of any of the above nondiscrimination covenants, "LESSOR" shall have the right to terminate the "LEASE" and to reenter and repossess said land and the facilities thereon, and hold the same as if said "LEASE" had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.
4. "LESSEE" shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the "LESSEE" may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the CITY OF UKIAH, CALIFORNIA ("LESSOR") shall have the right to terminate this "LEASE" and the estate hereby created without liability therefore or at the election of the "LESSOR" or the United States either or both said Governments shall have the right to judicially enforce Provisions 1, 2, 3, and 4 above.
6. "LESSEE" agrees that it shall insert the above five (5) provisions in any lease, agreement, contract, etc., by which "LESSEE" grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the "premises" herein "LEASED."
7. The "LESSEE" assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The "LESSEE" assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The "LESSEE" assures that it will require that its covered sub organizations provide assurances to the "LESSEE" that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR 152, Subpart E, to the same effect.
8. The "LESSOR" reserves the right to further develop or improve the landing area of the "Airport" as it sees fit, regardless of the desires or view of the "LESSEE" and without interference or hindrance.
9. The "LESSOR" reserves the right, but shall not be obligated to the "LESSEE," to maintain and keep in repair the landing area of the "Airport" and all publicly-owned facilities of the "Airport," together with the right to direct and control all activities of the "LESSEE" in this regard.
10. This "LEASE" shall be subordinate to the provisions and requirements of any existing or future agreement between the "LESSOR" and the United States, relative to the development, operation or maintenance of the "Airport."
11. There is hereby reserved to the "LESSOR," its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the "premises" herein "LEASED." This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the "Airport."
12. "LESSEE" agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the "LEASED PREMISES," or in the event of any planned modification or alteration of any present or future building or structure situated on the "LEASED PREMISES."
13. The "LESSEE," by accepting this "LEASE," expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the "land leased" hereunder which would exceed the height limits of Part 77 of the Federal Aviation Regulations. In the event the aforesaid covenants are breached, "LESSOR" (the owner) reserves the right to enter upon the "land leased" hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the "LESSEE."

14. The "LESSEE," by accepting this "LEASE," agrees for itself, its successors and assigns, that it will not make use of the "LEASED PREMISES" in any manner which might interfere with the landing and/or taking off of aircraft at and/or from the "AIRPORT" (either Sacramento International Airport, Sacramento Executive Airport or Mather Field, as applicable) or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the "LESSOR" (owner) reserves the right to enter upon the "premises hereby leased" and cause the abatement of such interference at the expense of the "LESSEE."

15. This "LEASE," and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said "AIRPORT" or the exclusive or nonexclusive use of the "AIRPORT" by the United States during the time of war or national emergency.

16. It is the policy of the Department of Transportation (DOT) that disadvantaged and minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of leases as defined in 49 CFR 23.5. Consequently, these leases are subject to 49 CFR Part 23, as applicable. "LESSEE" hereby covenants and agrees that no person shall be excluded from participation in, denied the benefits of or otherwise discriminated against in connection with the award and performance of any contract, including leases, covered by 49 CFR Part 23 on the grounds of race, color, national origin or sex. "LESSEE" agrees that it will include the above clauses in all sub-leases and cause sub lessees to similarly include the clauses in further sub-leases.

17. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

LEASE AGREEMENT

This Lease, made this 15th day of February, 1999, by and between the City of Ukiah, State of California, acting by and through its City Council, hereinafter referred to as "Lessor" and Mendocino County Farm Supply, a non-profit corporation organized and existing under and in compliance with the laws of the State of California and its officers, hereinafter referred to as "Lessee."

RECITALS:

1. Lessor has the authority contained in Government Code Section 37380 and 37395 and does determine that the use of certain property owned by the Lessor is not required for its use at this time and is available for Lease, and
2. The use of said property by the Lessee would be and is beneficial for the citizens of the City of Ukiah.

LEASE AGREEMENT

1. LEASE.

The parties hereto agree that on the terms and conditions hereinafter expressed, Lessor does hereby let to Lessee and Lessee does hereby hire from Lessor a portion of that certain parcel of property commonly referred to as "Ukiah Regional Airport, located at 1411 South State Street, City of Ukiah, County, and more specifically described on the attached "Exhibit A" or together with a right of access thereto.

2. TERM.

The term of this Lease is for a period of five (5) years commencing on the date set forth above. Lessee shall have the option of renewing this lease for a second five (5) year term contingent upon terms and conditions to be agreed upon at that time.

3. RENT.

As rent for the term hereby demised, Lessee agrees to pay to Lessor the sum of \$600 per month for the first three years of this agreement. At the commencement of each subsequent year the

rent shall be increased at the rate of two percent (2%) or equal to the Consumer's Price Index, whichever is greater.

3.1. Lessee specifically represents that the purpose of this lease is material storage and agrees to comply with any and all clear zone height restrictions as defined by the Airport Master Plan.

4. USE AND IMPROVEMENTS.

Lessee hereby agrees to install all permanent improvements which shall become part of said property and title to said improvements shall be vested in the Lessor upon termination of this lease.

4.1. Lessee shall use the leased premises exclusively as material storage.

4.2. Improvements, excavations, removal of any trees, brush, grass or improvements and other modifications to the property shall be the sole responsibility of Lessee and shall be approved by Lessor prior to conducting work. Lessee shall prepare plans and specifications for said improvements and obtain approval prior to work on the leased premises.

4.3. Lessee agrees to keep the premises and all improvements in good repair and order, and to bear the full cost for maintenance of all improvements.

4.4. Lessee shall acquire the necessary and required permits from the appropriate regulating body for the development proposed under this lease.

4.5. Lessee is responsible for the relocation, alteration, removal, construction, reconstruction of any municipal or private facilities, structures or utilities existing on leased premises which are presently in use or abandoned.

4.6. Lessee shall not use or permit the leased premises to be used except in full compliance with all rules, regulations, laws or ordinances of the City of Ukiah, Ukiah Regional Airport, and the State of California.

4.7. Lessee shall not maintain any nuisance on the leased premises or engage in any activity that unreasonably interferes with the use of the Ukiah Regional Airport by Lessor and the general public.

4.8. Lessee shall be responsible for landscaping or landscape maintenance of the leased premises.

4.9. Lessee shall, at its sole expense, be responsible for payment of all utilities and any possessory interest tax which results from use of the premises by Lessee.

5. ASSIGNMENT.

Lessee will not assign this Lease or any interest therein and will not let or underlet the said premises or any part thereof without the prior written consent of the Lessor.

6. INDEMNIFICATION AND INSURANCE.

6.1. Lessor shall not be liable for and is free from the cost of any damages for personal injury or property damage resulting from the use made by Lessee of the demised premises, any defective condition or faulty construction of the demised premises existing at the time of letting or arising thereafter and Lessee covenants and agrees to indemnify and save harmless said Lessor and its officers, agents and employees from and against any and all liability, loss, cost, or other obligation, including reasonable attorney's fee, on account of or arising out of any such injuries or losses however occurring.

6.2. Lessee covenants and agrees during the life of this Lease at Lessee's sole expense to comply with the requirements of Exhibit B, Insurance Requirements for Lessees (No Auto Risks), attached hereto and incorporated herein by reference.

6.3. Notwithstanding the provisions of Exhibit B requiring Lessee to procure workmen's compensation insurance, Lessee need not procure such insurance provided all of the following conditions are met:

- a. It maintains its status as a non-profit tax exempt organization;

b. It's Board of Directors takes no action to designate any person providing services or work to the organization as its employee; and

c. All persons performing services for the organization do so strictly as volunteers without receiving any compensation whatsoever.

Lessee shall immediately notify Lessor if it fails to meet all of the conditions of this paragraph 6.3 and shall immediately thereafter comply with the workmen's compensation provisions of Exhibit B.

7. TERMINATION.

7.1. Lessor can cancel this Lease immediately for any breach of this lease by Lessee without any prior notice to Lessee.

8. ATTORNEY'S FEES.

In the event of any legal action arising out of this Lease, the prevailing party shall recover its attorney's fees and costs resulting from such action.

9. TIME OF ESSENCE.

Time is of the essence of this agreement.

10. WAIVER.

City's waiver of any default in Lessee's performance of any condition of this Lease, including the obligation to pay rent, shall not constitute a waiver of remedies available for a subsequent breach of the same or a different condition of this Lease. Acceptance of subsequent rental payments from Lessee or its assignees shall not constitute a waiver of the failure of Lessee to pay rent or obtain prior approval to an assignment of this Lease.

11. NOTICES.

Any written notice required hereby shall be deemed sufficient when placed in the United States mail, postage prepaid and addressed as follows:

TO LESSEE:

Mendocino County
Farm Supply
303 Talmage Road
Ukiah, CA 95482

TO CITY:

City Manager
Ukiah Civic Center
300 Seminary Avenue
Ukiah, CA 95482

2. RECORDING AND BINDING EFFECT

This Lease may be recorded and shall be binding upon and inure to the benefit of any successor to or purchaser of either party's interest.

13. PARAGRAPH HEADINGS.

Paragraph headings are included for the convenience of the parties and are not intended to define or limit the scope of this Lease.

14. PREVIOUS AGREEMENTS.

Any and all existing statement or agreements, whether oral or written, or renewals thereof, between the parties hereto, covering the same subject matter, are hereby canceled and superseded by the terms of this Lease, and such prior agreements, statements or understandings shall have no further force or effect.

15. DUPLICATE ORIGINALS.

This Lease may be executed in one or more duplicate originals bearing the original signature of both parties and when so executed any such duplicate original shall be admissible as proof of the existence and terms of this Lease.

Entered on the date first written above.

ATTEST:

Marie Elvira
City Clerk

CITY OF UKIAH

By: [Signature]

Lessee

By: Larry R. Venturi
Pres. MCFS.

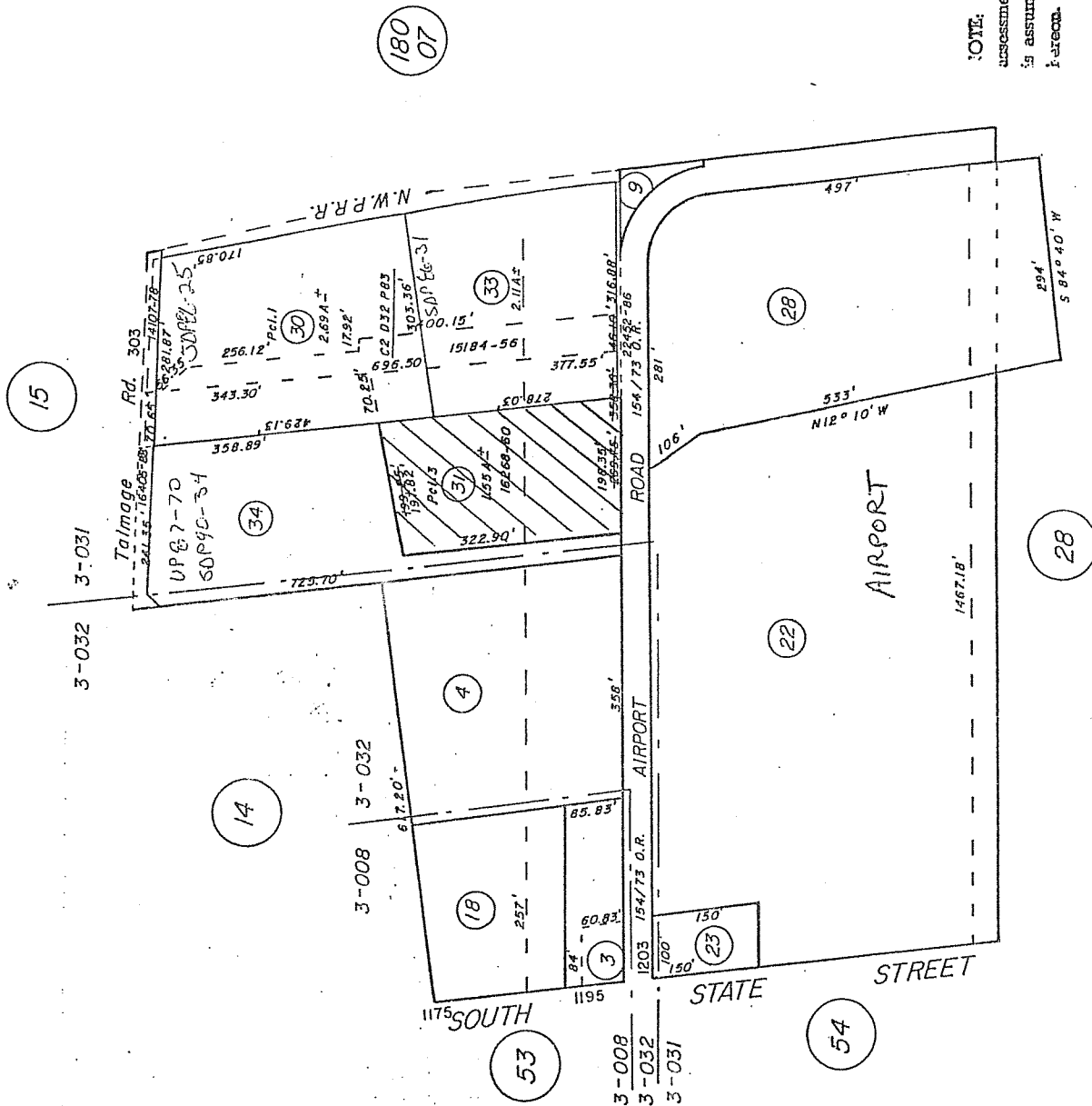
EXHIBIT A

NOTE: This map was prepared for assessment purposes only. No warranty is assumed for the data herein.

Assessor's Map
County of Mendocino,
March, 1948

3-008
3-031
3-032

Pcl. Map C2 D32 P83



12-6-88
6-15-90



AGENDA SUMMARY REPORT

SUBJECT: AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND EXECUTE A 48-MONTH LEASE AND MAINTENANCE AGREEMENT WITH XEROX FOR THE REPLACEMENT OF AN EXISTING COPY MACHINE

Summary: Council will consider approving a 48-month lease and maintenance agreement with Xerox for the replacement of an existing copy machine.

Background: In March 2011, Council approved entering a lease with OCE North America for a Canon iR C7065 - a high capacity copy machine that has been located in the breakroom. The lease has since expired. Replacement of this machine is necessary to meet the copy and scanning demands of the City.

Discussion: In February 2015, Council approved a lease with Xerox for six machines, located at various locations within the City. Staff have been pleased with the operation of these machines.

A quote was requested from Xerox to match the existing models located at the Civic Center, which will provide standardized use for City staff. Since the signing of the 2015 lease, the Xerox Model WC7970PT has been replaced by Model C8070H, which is equivalent to the existing machines, but with an upgraded control panel. This machine, like the other machines, will be networked for employees to maximize efficiency – enabling use directly from their desktops. It will be used for multiple purposes, including copying, printing, faxing, scanning, and other production/presentation purposes including three-hole punching, folding, electronic filing, collating and stapling.

The proposed price (Attachment #1), which is based on the TCPN Cooperative Purchasing Contract, is 48 months at \$277.33 per month, with a price per black ink copy of \$0.0059, and price per color copy of \$0.0506. In comparison, the current lease price is \$278.64 per month, with a price per black ink copy of \$0.0056, and price per color copy of \$0.0506. The lease includes maintenance and all consumable products including toner, developer, copy cartridges, fusers and staples. Xerox will be responsible for all cost of maintenance and repairs, including labor, parts, travel time, mileage, supplies and any other expenses required to maintain the equipment in proper order.

If approved, the new machine will be placed in the main Civic Center alongside the existing Xerox machine, and will provide for a centralized, highly functional paper processing workspace for the Civic Center.

FISCAL IMPACT:				
Budgeted Amount in 16-17 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
\$20,000	Administrative Support	10012200.54100	Yes ☐ No ☒	N/A

RECOMMENDED ACTION(S): Authorize the City Manager to negotiate and execute a 48-month lease and maintenance agreement with Xerox for the replacement of an existing copy machine.

ALTERNATIVES: Do not approve recommended action, and provide alternate direction to staff.

Citizens advised: N/A
Requested by: Sage Sangiacomo, City Manager
Prepared by/Contact: Mary Horger, Procurement Manager
Coordinated with: Sage Sangiacomo, City Manager
Presenter: Mary Horger, Procurement Manager
Attachment: 1. Xerox Lease Pricing Proposal

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

Lease Pricing PROPOSAL



Attachment #1

Presented to UKIAH, CITY OF

By Angela Burns

On 6/5/2017

Mary,

This is the proposal for the 48 month term.

Monthly lease is \$341.99 for 36 months

and \$238,86 for 60 months The cost per copy will not change regardless of the term you choose.

State or Local Government Negotiated Contract : 072714800

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. C8070H (XEROX C8070H)	- Br Booklet Mk-2/3 Hp - Br Finisher C/z Fold - Envelope Feeder Tray - 1 Line Fax - High Capacity Feeder	Lease Term: 48 months Purchase Option: FMV	6/5/2017

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8070H	\$277.33	1: Black and White Impressions 2: Color Impressions	All Prints All Prints	\$0.0059 \$0.0506	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$277.33	Minimum Payments (Excluding Applicable Taxes)			

All information in this proposal is considered confidential and is for the sole use of UKIAH, CITY OF. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 7/5/2017.

For any questions, please contact me at (855)471-8769





ITEM NO.: 7f

MEETING DATE: June 21, 2017

AGENDA SUMMARY REPORT

SUBJECT: AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN UPDATED LEASE AGREEMENT WITH UKIAH UNIFIED SCHOOL DISTRICT FOR THE USE OF OBSERVATORY PARK HOUSE

Summary: City Council is to consider action authorizing the City Manager to negotiate and execute an updated lease agreement for use of the Observatory Park House located at 432 Observatory Avenue in Ukiah to the Ukiah Unified School District. The school district has been a tenant at the property for the past six years.

Background: City Council authorized the City Manager to negotiate and execute a lease on July 6, 2011, to the Ukiah Unified School District for use of Observatory Park House for their Community Transition Program. The Community Transition Program is for students ages 18-22 years of age with developmental disabilities and provides students with training in vocational and living skills within a community setting. The Community Transition Program utilizes two rooms (Attachment #1) in the house for office space and the remaining rooms for meetings and gatherings between the hours of 8 a.m. to 5:00 p.m., Monday through Friday. The City of Ukiah Community Services staff has the option to host classes, programs or meetings in the shared spaces during the evenings and weekends.

Discussion: The proposed lease (Attachment #2) continues the lease agreement between the City of Ukiah and the Ukiah Unified School District for use of the Observatory Park House for the Community Transition Program for five years beginning on July 1, 2017, and ending on June 30, 2022.

Staff is recommending City Council authorize the City Manager to negotiate and execute a lease agreement with the Ukiah Unified School District for their continued use of Observatory Park House.

FISCAL IMPACT:				
Budgeted Amount in 16-17 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): Authorize the City Manager to negotiate and execute a lease agreement with Ukiah Unified School District for the use of Observatory Park House.

ALTERNATIVES: Remand to staff with further direction.

Citizens advised: N/A
 Requested by: Tami Bartolomei, Community Services Administrator
 Prepared by/Contact: Tami Bartolomei, Community Services Administrator
 Coordinated with: Sage Sangiacomo, City Manager and David Rapport, City Attorney.
 Presenter: Tami Bartolomei, Community Services Administrator
 Attachments:
 1. Observatory House layout
 2. draft lease agreement

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

Garage
12' x 21'

Kitchen.
11'5" x 14'8"

12' x 11'4"

Back
Door

Kitchen →
HALL

Closest

Claset

Lessee
Meeting Room
13'9"x13'6"

21'9" x 14'6"

Lessee

From
Doc

Lessee

11'9" x 15'3"

office B

Closest

Closest

Lessee

close

closet

Lessee

11'9" x 15'3"

office A

LEASE

This Agreement amends and restates the lease agreement entered on January 15, 2017, in Ukiah, California, by and between City of Ukiah ("Lessor"), with its principal place of business located at 300 Seminary Ave, Ukiah, California 95482, and the Ukiah Unified School District ("Lessee") with its principal place of business located at 511 South Orchard Avenue, Ukiah, CA 95482. Lessor and Lessee shall hereinafter collectively be referred to as the "Parties". The Effective Date of this Agreement is _____, 2017.

1. **Lease of Premises.** Lessor hereby agrees to lease to Lessee and Lessee agrees to lease from Lessor a portion of those certain premises located at 432 Observatory Ave, Ukiah, CA.95482, more particularly depicted and described in the attached Exhibit A ("Premises"). The Premises excludes the garage and basement.

2. **Term.** The term of this Lease shall be for a period of one year, beginning on July 1, 2017 and ending on June 30, 2018. At the end of the initial one-year term, the lease will be automatically extended on the same terms and conditions for an additional one-year term at the expiration of the initial five-year term and the expiration of each extended one-year term thereafter, unless either Lessor or Lessee gives the other party written notice terminating this lease as further provided herein. The notice must be given prior to the expiration of the current term. If the notice is given less than 30 days prior to the expiration of the term, the lease shall be extended to and shall expire 30 days after said notice is given.

3. **Holding Over.** Any holding over at the expiration of this Lease may only occur with the express, written consent of Lessor and shall constitute a month-to-month tenancy at a monthly rent equal to that paid during the last month of the Lease term before expiration of the Lease, payable in advance, and otherwise subject to the terms of this Lease. Either party may terminate any such tenancy by giving the other party thirty (30) days written notice. Any other holding over shall constitute an unlawful detainer on the part of the Lessee.

Rent. Rent shall be \$1,150.00, per month, due and payable on the first day of every month, and considered delinquent, if not received by Lessor by the 10th day of the month. The monthly rental rate will increase by 1.5% annually through the term of the Lease. The monthly rental rate for the five-year term shall be as follows:

Commencement date – 07/01/2017	\$1,150.00
07/01/18-06/30/19	\$1,167.25
07/01/2019-06/30/2020	\$1,184.76
07/01/2020-06/30/2021	\$1,202.53
07/01/2021-06/30/2022	\$1,220.57

4. **Utilities.** Lessor agrees to pay all charges for all utilities, including electricity, gas, water, sewer, garbage disposal, and telephones, used in or on the Premises or charged in

connection with Lessee's use of the Premises. All garbage and rubbish is to be placed in garbage receptacles approved by Lessor. Receptacles are to be placed at a central location as directed by Lessor.

5. **Use of Premises.** Lessee is leasing the Premises (as outlined in exhibit A and described in Section 1) identified as Observatory Park House, consisting of approximately thirteen hundred and sixty-seven (1,367) rentable square feet (not including use of the basement and garage). The hours of usage are 8 a.m. to 5 p.m. Monday through Friday for the Community Transition Program, a UUSD school day activity and uses reasonably related thereto. The City of Ukiah may hold trainings or classes after 5:00 p.m. that will not include usage of the offices in which the Community Transition Program keeps confidential client information. Lessee may not use the Premises or permit the Premises to be used for any other purpose. Lessee shall obtain any and all permits and licenses required by applicable law to engage in the activities on the Premises contemplated under this Lease. Lessee shall not do or permit anything to be done in or about the Premises that will, in any way, obstruct or interfere with the rights of other occupants of the property or of neighboring buildings, injure or annoy them, or use or allow the Premises to be used for any improper or unlawful purpose. Lessee shall not cause, maintain, or permit any nuisance in, on, or about the Premises, or commit any waste in or on the Premises. Lessee shall not do or permit anything to be done in or about the Premises or bring or keep anything in the Premises that will in any way increase the existing rate of or affect any fire or other insurance on the Premises or any personal property therein, or cause a cancellation of any insurance policy covering the Premises, any part of it, or any personal property therein. Lessee shall not use the Premises in any manner that violates Federal law, State law, or any other law applicable to the Premises.

6. **Maintenance and Repair.** The rights and responsibilities of Lessor and Lessee with respect to the condition of the Premises are as follows:

(a) Lessee at its own cost and expense, shall put and maintain the Premises in a safe and sanitary condition, and in good condition and repair, and shall comply with all laws, ordinances, and regulations pertaining to the condition of the Premises. Lessee shall remedy, at Lessee's own cost and expense, any deteriorations of or injuries to the Premises occasioned by Lessee's use of the leased premises. If Lessee fails to maintain the Premises as required herein or to promptly repair any damage to the Premises, Lessor may, but is not required, to provide such maintenance or make such repairs and charge the costs thereof as additional rent hereunder.

(b) Lessee acknowledges that it has inspected the Premises, including all equipment and personal property subject to this Lease, and agrees that they are in good condition and good working order.

Lessee shall make no alterations to the Premises without the prior written consent of Lessor.

Attachment #2

Any alteration made to the Premises by Lessee after Lessor's consent has been given and any fixtures installed as a part of that work will, at Lessor's option, become the Lessor's property on the expiration or termination of this Lease. Provided, however, that Lessor shall have the right to require Lessee to remove any such fixtures at Lessee's cost on expiration or termination of this Lease.

7. **Entry and Inspection.** During the term of this Lease, Lessor may enter the Premises only under the following circumstances:

- (a) To access garage and basement.
- (b) In case of emergency.
- (c) To inspect the premises during normal business hours and upon reasonable prior notice to Lessee;
- (d) To make necessary or agreed repairs, alterations, or improvements; to supervise or inspect work performed by Lessee; to inspect the condition of the Premises; supply necessary or agreed services; or to exhibit the Premises to prospective or actual purchasers, mortgagees, lessees, workers, contractors, or government agencies.
- (e) If Lessee abandons or surrenders the Premises.
- (f) Pursuant to Court order.

9. **Damage to Premises.** Within 24 hours of its occurrence, Lessee shall notify Lessor of any damage or accident occurring on the Premises.

Subject to the limitations set forth in this Paragraph, if, at any time during the first three years of the initial five-year term of this Lease, the Premises are damaged or destroyed by fire or any other casualty covered by Lessor's fire and extended coverage insurance, Lessor shall promptly repair, rebuild, or restore the Premises to substantially the same condition as was originally delivered to Lessee under this Lease. Notwithstanding the foregoing, Lessor shall not be obligated to expend for repairs or rebuilding an amount in excess of the net insurance proceeds recovered by Lessor for damage to the Premises. "Net insurance proceeds" means the total amount of proceeds recovered and attributable to the Premises, less any expenses incurred by Lessor in recovering the proceeds. Lessor shall commence repair, restoration, or rebuilding work, as appropriate, not later than 60 days after confirmation of the receipt of net insurance proceeds, and shall cause construction to be completed not later than one year after the occurrence of the event causing damage or destruction. If Lessor does not commence or complete construction within the time periods described in this paragraph, Lessee shall have the right to terminate this Lease by giving Lessor written notice within 10 days after expiration of the applicable time period.

Lessor shall have the right to terminate this Lease and shall have no obligation to repair, restore, or rebuild the Premises under any of the following circumstances:

- (a) The Premises are damaged or destroyed by a casualty not covered by Lessor's insurance.
- (b) The Premises is damaged or destroyed by any cause and the cost of repair, restoration, or rebuilding exceeds a total of 85 percent of the then-replacement cost of the building.
- (c) At least 50 percent of the gross leasable floor area of the Premises is destroyed or damaged by any cause.

If Lessor elects to terminate this Lease under any of the above circumstances, Lessor shall give written notice to Lessee not later than 30 days after occurrence of the casualty. Such notice shall set forth the date on which the termination is to be effective. That date shall be not less than 30 days, nor more than 60 days, after the date of the termination notice. If the type of partial or total destruction described in Subparagraph (c) of this paragraph occurs, Lessee shall have the same right as Lessor to terminate this Lease, subject to the same notice requirements, provided that Lessee gives its notice of termination prior to the time Lessor commences repairs to or restoration of the Premises.

If this Lease is not terminated pursuant to the provisions of this paragraph, Lessor's obligation to repair and rebuild is limited to construction of the perimeter walls, floor, ceiling, and roof of the Premises, and excludes any interior finishing and the store-front for the Premises. The Premises as completed by Lessor shall contain approximately the same amount of gross floor area as existed prior to the damage or destruction. Lessee must, at his own cost and expense, repair and rebuild the Premises to the extent not repaired or rebuilt by Lessor, in accordance with plans and specifications approved by Lessor and in accordance with all applicable building codes. Lessee shall commence its repair and rebuilding and diligently pursue the work to completion promptly after receiving written notice from Lessor that Lessor has completed its repair and rebuilding obligations. All such repairs must be completed within 90 days of receipt of such notice.

All insurance proceeds payable with respect to the Premises shall belong to and be payable to Lessor. If Lessor does not elect to terminate this Lease, the insurance proceeds shall be disbursed in the following order: first, to Lessor's cost of rebuilding or restoration; second, to Lessee's cost of rebuilding or restoration, excluding costs covered by Lessee's insurance and also excluding the cost of any Lessee trade fixtures or stock in trade; and third, to Lessor, as Lessor's sole property. No amount shall be paid to Lessee until after the completion of Lessee's work and the expiration of the period during which a mechanic's lien arising from Lessee's work could be filed.

11. **Hazardous Materials.** Lessee will not use, store, or dispose of any hazardous substances upon the premises, except the use and storage of such substances that are customarily used in Lessee's business, and are stored and handled in compliance with all environmental laws.

Attachment #2

As used in this paragraph, hazardous substances mean any hazardous waste, substance or toxic materials regulated under any environmental laws or regulations applicable to the property. Lessee shall be responsible for the cost of removal of any toxic contamination caused by Lessee's use of the premises.

Insurance and Indemnification of Lessor. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the Premises. Lessee agrees to hold Lessor harmless from any claims for damages arising out of Lessee's use of the Premises, and to indemnify Lessor for any expense incurred by Lessor in defending any such claim or claims

- A. Lessee shall procure and maintain in force at its expense during the term of this lease agreement and any extension of such term, public liability insurance. Such coverage shall be adequate to protect against liability of Lessor on any claims or losses. A copy of the insurance policy endorsement of said policy.
- B. The Lessor shall be named as an additional insured in a policy endorsement of said policy.
- C. If the insurance policies required by this section are not kept in force during the entire term of this lease agreement or any extension of such term, Lessor may terminate this Lease or may, but shall have no obligation to, procure the necessary insurance and pay the premium for it, and the premium shall be repaid to Lessor as an additional rent installment for the month following the date on which the premiums were paid by Lessor.

12. **Abandonment of Premises.** Lessee shall not vacate or abandon the premises during the term of this Lease. If Lessee does abandon or vacate the premises or is dispossessed by process of law, or otherwise, any personal property belonging to Lessee left on the premises will be deemed to be abandoned, at the option of Lessor.

13. **Trade Fixtures.** Any and all improvements made to the premises during the term of this Lease shall belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination, remove all his or her trade fixtures, but shall pay for all costs necessary to repair any damage to the premises occasioned by the removal.

14. **Assignment and Subletting.** Lessee shall not assign this Lease or sublet all or any portion of the Premises unless Lessee first obtains the written consent of Lessor. The consent of Lessor to any one assignment or subletting shall not be deemed to be a consent by Lessor to any subsequent assignment or subletting. Any assignment or subletting without Lessor's prior written consent shall be void and, at Lessor's option, be deemed a material breach of this Lease. This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Lessor and Lessee

Attachment #2

15. **Lessor's Transfer of Title.** In the event of a transfer of Lessor's title to or interest in the Premises during the term of this Lease, Lessee agrees that the grantee of such title or interest shall be substituted as the Lessor under this Lease, and the original Lessor shall be released of all further liability; provided that all deposits will be transferred to the grantee.

16. **Estoppel Certificate.** Upon 10 days' prior written notice from Lessor, Lessee will execute, acknowledge, and deliver to Lessor a statement in writing: "1) certifying that this Lease is unmodified and in full force and effect "or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, if any; and "2) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of the Lessor, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective buyer or encumbrancer of the premises.

At Lessor's option, Lessee's failure to deliver such statement within the time period set forth above shall be a material breach of this Lease or will be conclusive upon Lessee: "1) that this Lease is in full force and effect, without modification except as may be represented by Lessor, "2) that there are no uncured defaults in Lessor's performance; and "3) that not more than one month's rent has been paid in advance.

If Lessor desires to finance, refinance, or sell the premises, or any part thereof, Lessee agrees to deliver to any lender or buyer designated by Lessor such financial statements of Lessee as may be reasonably required by such lender or buyer. All financial statements will be received by the Lessor or the lender or buyer in confidence and will be used only for the purposes set forth.

17. **Default.** Lessor and Lessee agree that every condition, covenant, and provision of this Lease is material and reasonable. Any breach by Lessee of a condition, covenant, or provision of this Lease shall constitute a material breach. For any material breach by Lessee, Lessor may serve upon Lessee a written three-day notice that describes the breach and demands that Lessee cure the default "if a cure is possible). If Lessee does not cure the default within the three days, or if a cure is not possible, this Lease shall be terminated. The appointment of a receiver, an assignment for the benefits of creditors, or the filing of a petition in bankruptcy by or against Lessee, shall constitute a breach of this Lease by Lessee.

18. **Governing Law and Venue.** This Lease shall be governed by the laws of the State of California. Venue for any action brought to enforce the provisions of this Lease shall be the Superior Court for the County of Mendocino.

19. **Waiver.** No failure of Lessor to enforce any term of this Lease will be deemed to be a waiver.

20. **Notices.** Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either

Attachment #2

party to this Lease by the other party to this Lease shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom they are directed or any managing employee of that party, or in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to said party at the address set forth in the first paragraph of this Agreement. Either party may change its address for purposes of this paragraph by giving written notice of that change to the other party in the manner provided in this paragraph.

21. **Time.** Time is expressly declared to be of the essence in this Lease.

22. **Americans with Disabilities Act.** The Parties are aware of the existence of the Americans with Disabilities Act, which may require costly structural modifications. The parties are advised to consult with a professional familiar with the requirements of the Act.

23. **Authorization to Execute.** Each of the Parties represent and warrant that the person executing this Lease is duly authorized to execute agreements and bind on behalf of the party for which they sign.

24. **Entire Agreement.** This instrument constitutes the entire agreement between Lessor and Lessee respecting the Premises, the leasing of the Premises to Lessee, and the lease term created under this Lease, and correctly sets forth the obligations of Lessor and Lessee to each other as of the date of execution. Any agreements or representations respecting the Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void.

LESSOR

LESSEE

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____



ITEM NO.: 7g

MEETING DATE: June 21, 2017

AGENDA SUMMARY REPORT

SUBJECT: NOTIFICATION OF PURCHASE OF AN AIR COMPRESSOR UNIT FOR THE WATER TREATMENT PLANT IN THE AMOUNT OF \$24,558.75 FROM INGERSOLL RAND INDUSTRIAL TECHNOLOGIES AND APPROVAL OF CORRESPONDING BUDGET AMENDMENT

Summary: Council will receive a report on the purchase of an air compressor unit for the Water Treatment Plant from Ingersoll Rand Industrial Technologies.

Background: Per Section 1522 of the Municipal Code, staff is reporting to City Council the purchase of an air compressor for the Water Treatment Plant (WTP) in the amount of \$24,558.75 from Ingersoll Rand Technologies.

Discussion: A failure occurred to the main air compressor unit that operates the Water Treatment Plant. Treatment Plant staff worked with the Fleet and Plant Maintenance Division to assess the condition of the existing compressor. Upon examination, the compressor pump failed. The existing compressor had already been rebuilt several times. Replacement parts were more than a new compressor, so a new compressor was ordered. Without this compressor, the Treatment Plant cannot operate.

This was not an anticipated expense to the Division, therefore a budget amendment is being requested from the Water Fund Balance

FISCAL IMPACT:				
Budgeted Amount in 16-17 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
\$0	Water Treatment Plant	82024411.80100	Yes ☒ No ☐	44786

RECOMMENDED ACTION(S): Receive report and approval of budget amendment in the amount of \$24,558.75 from the Water Fund Balance

ALTERNATIVES: N/A

Citizens advised: N/A
Requested by: Sean White, Director of Water and Sewer
Prepared by/Contact: Jarod Thiele, Public Works Management Analyst
Coordinated with: Mary Horger, Procurement Manager; Michelle Whyburn, Senior Water Treatment Plant Operator; and Dave Kirch, Fleet Maintenance Supervisor.
Presenters: Sean White, Director of Water and Sewer and Jarod Thiele, Public Works Management Analyst.
Attachment: None

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

**CHAPTER 6.18
SMOKING POLLUTION CONTROL AND**

health Protection Regulations

Section

- [6.18.010](#) Title
- [6.18.020](#) Findings and purposes
- [6.18.030](#) Definitions
- [6.18.040](#) Application of chapter to City-owned facilities
- [6.18.050](#) Prohibition of smoking in public places
- [6.18.060](#) Regulation of smoking in places of employment
- [6.18.070](#) Where smoking not regulated
- [6.18.080](#) Posting of signs
- [6.18.090](#) Enforcement
- [6.18.100](#) Violations and penalties
- [6.18.110](#) Nonretaliation
- [6.18.120](#) Public education
- [6.18.130](#) Other applicable laws
- [6.18.140](#) Severability

Statutory reference:

Local regulations on smoking in enclosed places of employment have been suspended by Cal. Labor Code § [6404.5](#); however, pursuant to Cal. Labor Code § [6404.5\(i\)](#), if the statute is repealed or amended so that the smoking prohibition is no longer applicable to all enclosed places of employment in the state, then this chapter shall be fully enforceable.

6.18.010 TITLE.

This chapter shall be known as the "Smoking Pollution Control and Health Protection Regulations."

(Ord. 768, § 1, passed -- 1994)

6.18.020 FINDINGS AND PURPOSES.

- A. Numerous studies have found that tobacco smoke is a major contributor to indoor air pollution, and that breathing environmental tobacco smoke is a cause of disease, including lung cancer, in nonsmokers. At special risk are children, elderly people, individuals with cardiovascular disease, and individuals with impaired respiratory function, including asthmatics and those with obstructive airway disease.
- B. Health hazards induced by breathing environmental tobacco smoke include lung cancer, heart disease, respiratory infection, decreased respiratory function, bronchoconstriction, and bronchospasm.
- C. The American Medical Association, former U.S. Surgeon Generals C. Everett Koop, MD and Antonia Novello, MD and former Secretary of the U.S. Department of Health and Human Services Dr. Louis Sullivan have publicly denounced the tobacco industry for targeting children, teens, women and members of racial and ethnic minority groups in its advertising and promotions and have called for local,

state and federal action to prevent the tobacco industry from targeting these individuals, especially youth.

D. Based on the weight of available scientific evidence, the U. S. Environmental Protection Agency (EPA) has concluded that the widespread exposure to environmental tobacco smoke in the United States presents a serious and substantial public health impact.

E. Cigarette butts disposed of on landscape areas generate the most frequently occurring type of litter which are washed into storm drains and conveyed into rivers, streams, and the ocean where they slowly decompose into particles of foam eaten by fish and other life forms and where they leach toxic chemicals into native waters of the state.

F. The purpose of this chapter is:

1. To protect the public health and welfare by prohibiting smoking in public places and places of employment;
2. To guarantee the right of nonsmokers to breathe smoke-free air, and to recognize that the need to breathe smoke-free air shall have priority over the desire to smoke; and
3. To reduce addiction to tobacco products by children and teenagers.

G. It is the further purpose of the City Council in enacting this Ordinance to provide for the public health, safety and welfare by:

1. Discouraging the use of tobacco or other weeds or plants that produce noxious smoke around persons who do not use such products;
2. Protecting members of the public from exposure to tobacco smoke or other weeds or plants that produce noxious smoke; and
3. Reducing litter caused by cigarette butts, cigar butts, and any other tobacco-related waste, which requires expenditure of the limited City resources to clean up the litter.

(Ord. 768, § 1, passed -- 1994; Am. Ord. 881, § 2, passed 1-26-2009; Am. Ord. 895, § 1, passed 07-11-2011)

6.18.030 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BAR. An area which is devoted to the serving of alcoholic beverages for consumption by guests on the premises and in which the serving of food is only incidental to the consumption of the beverages. Although a restaurant may contain a bar, the term **BAR** shall not include the restaurant dining area. A **BAR** for the purpose of this definition does not include any establishment where tobacco smoke can filter into a restaurant through a passageway, ventilation system, or means other than a doorway which shall remain closed except for customer ingress and egress.

BUSINESS. Any sole proprietorship, partnership, joint venture, corporation or other business entity formed for profit-making purposes, including retail establishments where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering,

architectural or other professional services are delivered.

ELECTRONIC SMOKING DEVICE. An electronic and/or battery-operated device, the use of which may resemble traditional smoking and that can be used to deliver an inhaled dose of nicotine or other substances including any component, part, or accessory of such a device, whether or not sold separately. The term includes any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an e-cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, an electronic vape or vaping pen, or any other product name or descriptor that is used for the purpose of circumventing the prohibition of smoking. The term does not include any inhaler prescribed by a licensed doctor.

EMPLOYEE. Any person who is employed by any employer in the consideration for direct or indirect monetary wages or profit, and any person who volunteers his or her services for a nonprofit entity.

EMPLOYER. Any person, partnership, corporation, including a municipal corporation, or nonprofit entity, who employs the services of one (1) or more individual persons.

ENCLOSED AREA. All space between a floor and ceiling which is enclosed on all sides by solid walls or windows (exclusive of door or passage ways) which extend from the floor to the ceiling, including all space therein screened by partitions which do not extend to the ceiling or are not solid, "office landscaping" or similar structures.

PLACE OF EMPLOYMENT. Any enclosed area under the control of a public or private employer which employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges and restrooms, conference and class rooms, employee cafeteria and hallways. A private residence is not a **PLACE OF EMPLOYMENT** unless it is used as a child care or health care facility.

PUBLIC PLACE. Any enclosed area to which the public is invited or in which the public is permitted, including, but not limited to, banks, educational facilities, health facilities, laundromats, public transportation facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, theaters and waiting rooms. A private residence is not a **PUBLIC PLACE**.

RESTAURANT. Any coffee shop, cafeteria, sandwich stand, private and public school cafeteria, and any other eating establishment which gives or offers for sale food to the public, guests or employees, as well as kitchens in which food is prepared on the premises for serving elsewhere, including catering facilities, except that the term **RESTAURANT** shall not include a cocktail lounge or tavern if the cocktail lounge or tavern is a "bar" as defined above.

RETAIL TOBACCO STORE. A retail store utilized primarily for the sale of tobacco products and accessories and in which the sale of other products is merely incidental.

SELF-SERVICE MERCHANDISING. Open promotional displays of tobacco products and point-of-purchase tobacco promotional products that the public has access to without the intervention of an employee.

SERVICE LINE. Any indoor line at which one (1) or more persons are waiting for or receiving service of any kind, whether or not the service involves the exchange of money.

SMOKING. Inhaling, exhaling, burning, or the carrying, holding or operating, of any lighted or heated tobacco product intended for inhalation, whether natural or synthetic, in any manner or form. **SMOKING** also means the use of an electronic smoking device that creates an aerosol or vapor, in any manner or any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking.

SPORTS ARENA. Sports pavilions, gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, bowling alleys and other similar places where members of the general public assemble either to engage in physical exercise, participate in athletic competition, or witness sports events.

TOBACCO PRODUCT. Any tobacco cigarette, cigar, pipe tobacco, smokeless tobacco, snuff, or any other form of tobacco which may be utilized for smoking, chewing, inhalation, or other manner of ingestion.

TOBACCO VENDING MACHINE. Any electronic or mechanical device or appliance the operation of which depends upon the insertion of money, whether in coin or paper currency, or other things representative of value, which dispenses or releases a tobacco product.

VENDOR-ASSISTED. Only a store employee has access to the tobacco product and assists the customer by supplying the product. The customer does not take possession of the product until it is purchased.

(Ord. 768, § 1, passed -- 1994; Am. Ord. 926, § 3, passed 11-14-2016)

6.18.040 APPLICATION OF CHAPTER TO CITY-OWNED FACILITIES.

All enclosed facilities owned by the City shall be subject to the provisions of this article.

(Ord. 768, § 1, passed -- 1994)

6.18.050 PROHIBITION OF SMOKING IN PUBLIC PLACES.

A. Smoking shall be prohibited in all enclosed public places within the City, including, but not limited to, the following places:

1. Elevators;
2. Buses, taxicabs, and other means of public transit under the authority of the City, and ticket, boarding, and waiting areas of public transit depots;
3. Restrooms;
4. Service lines;
5. Retail stores;
6. All areas available to and customarily used by the general public in all businesses and nonprofit entities patronized by the public, including, but not limited to, attorneys offices and other offices, banks, laundromats, hotels, and motels;
7. Restaurants;

8. Public areas of galleries, libraries, and museums, when open to the public;
9. Any facility which is primarily used for exhibiting any motion picture, stage, drama, lecture, musical recital, or other similar performance, except when smoking is part of a stage production;
10. Sports arenas, except for outdoor facilities, which shall require a separate section designated for smoking, and convention halls;
11. Every room, chamber, place of meeting or public assembly, including school buildings under the control of any board, council, commission, committee, including joint committees, or agencies of the City or any political subdivision of the state during the time as a public meeting is in progress, to the extent the place is subject to the jurisdiction of the City;
12. Waiting rooms, hallways, wards and rooms of health facilities, including, but not limited to, hospitals, clinics, physical therapy facilities, doctors' offices, and dentists' offices;
13. Lobbies, hallways, and other common areas in apartment buildings, condominiums, retirement facilities, nursing homes, and other multiple-unit residential facilities;
14. Lobbies, hallways, and other common areas in multiple-unit commercial facilities; and
15. Polling places.

B. Notwithstanding any other provision of this section, any owner, operator, manager, or other person who controls any establishment or facility may declare that entire establishment or facility as a nonsmoking establishment.

C. *Entrances and Sidewalks.*

1. Smoking shall be prohibited within twenty (20) feet of the entrance to any business and/or along the sidewalk adjacent to the building facade of any business in the Central Business District, as that term is defined in Fort Bragg Municipal Code § 1.04.010.
2. Any retail, nonprofit, or service-related business owner outside the Central Business District may choose to prohibit smoking within twenty (20) feet of the entrance to said business and/or along the sidewalk adjacent to the building facade in which said business is located. Such prohibition shall exist when the business owner, manager, or person having legal control thereof conspicuously posts no smoking signs that are visible from a distance of twenty (20) feet of the entrance of the building. Said signs shall reference this section of the Municipal Code and contain language similar to the following: "No smoking within twenty feet of the entrance and/or building pursuant to FBMC Section 6.18.050(C)." When posted in accordance with this provision, smoking shall be prohibited except for those persons who are passing on their way to another destination.

D. *Public Parks and Facilities.*

Smoking shall be prohibited in all public parks and facilities in the City of Fort Bragg.

E. *Enforcement.*

Notwithstanding Section 6.18.090 of this Chapter 6.18, any violation of Subsections C or D of this

Section will be enforced by the Fort Bragg Police Department.

(Ord. 768, § 1, passed -- 1994; Am. Ord. 881, § 3, passed 1-26-2009; Am. Ord. 926, § 3, passed 11-14-2016)

6.18.060 REGULATION OF SMOKING IN PLACES OF EMPLOYMENT.

A. It shall be the responsibility of employers to provide a smoke-free work place for all employees, but employers are not required to incur any expense to make structural or other physical modifications.

B. Within 90 days of the effective date of this chapter, each employer having an enclosed place of employment located within the City shall adopt, implement, make known and maintain a written smoking policy which shall contain the following requirements: "Smoking shall be prohibited in all enclosed facilities within a place of employment without exception. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, company owned or leased vehicles, and all other enclosed facilities." This provision shall not apply to a sole proprietor who is a smoker, and has no employees. This section shall apply to a sole proprietor who has one or more employees, even if those employees also smoke.

C. The smoking policy shall be communicated to all employees within three (3) weeks of its adoption.

D. All employers shall supply a written copy of the smoking policy upon request to any existing or prospective employee.

(Ord. 768, § 1, passed -- 1994)

6.18.070 WHERE SMOKING NOT REGULATED.

A. Notwithstanding any other provision of this chapter to the contrary, private residences, except when used as a child care or health care facility, shall not be subject to the smoking restrictions of this chapter;

B. Notwithstanding any other provision of this section, any owner, operator, manager or other person who controls any establishment described in this section may declare that entire establishment as a nonsmoking establishment.

(Ord. 875, § 46, passed 8-25-2008)

6.18.080 POSTING OF SIGNS.

A. "No Smoking" signs or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) shall be clearly, sufficiently and conspicuously posted in every building or other place where smoking is regulated by this chapter, by the owner, operator, manager, or other person having control of the building or other place.

B. Every restaurant shall have posted at every entrance a conspicuous sign clearly stating that smoking is prohibited.

(Ord. 768, § 1, passed -- 1994)

6.18.090 ENFORCEMENT.

A. Enforcement of this article shall be implemented by the Mendocino County Department of Public

Health.

B. Any citizen who desires to register a complaint under this chapter may initiate enforcement with the Mendocino County Department of Public Health.

C. The Public Health Department shall require, while an establishment is undergoing otherwise mandated inspections, a "self-certification" from the owner, manager, operator, or other person having control of the establishment that all requirements of this chapter have been complied with.

D. Any owner, manager, operator, or employee of any establishment regulated by this chapter may inform persons violating this chapter of the appropriate provisions thereof.

(Ord. 768, § 1, passed -- 1994)

6.18.100 VIOLATIONS AND PENALTIES.

A. It shall be unlawful for any person who owns, manages, operates, or otherwise controls the use of any premises subject to regulation under this chapter to fail to comply with any of its provisions.

B. It shall be unlawful for any person to smoke in any area where smoking is prohibited by the provisions of this chapter.

C. It shall be unlawful for any person to discard a cigarette butt onto any street, sidewalk, gutter, storm drain, or landscape area.

D. Any person who violates any provision of this chapter shall be guilty of an infraction, and upon conviction thereof shall be punishable as provided in Chapter 1.12.

(Ord. 768, § 1, passed -- 1994; Am. Ord. 874, § 14, passed 8-25-2008; Am. Ord. 895, § 2, passed 07-11-2011)

6.18.110 NONRETALIATION.

No person or employer shall discharge, refuse to hire or in any manner retaliate against any employee or applicant for employment because the employee or applicant exercises any right to a smoke-free environment afforded by this chapter.

(Ord. 768, § 1, passed -- 1994)

6.18.120 PUBLIC EDUCATION.

The Mendocino County Department of Public Health shall engage in a continuing program to explain and clarify the purposes and requirements of this chapter to citizens affected by it, and to guide owners, operators and managers of their compliance with it. The programs may include publication of a brochure for affected businesses and individuals explaining the provisions of this ordinance.

(Ord. 768, § 1, passed -- 1994)

6.18.130 OTHER APPLICABLE LAWS.

This chapter shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws.

(Ord. 768, § 1, passed -- 1994)

6.18.140 SEVERABILITY.

If any provision, clause, sentence, or paragraph of this chapter or the application thereof to any person or circumstances shall be held invalid, the invalidity shall not affect the other provisions of this chapter which can be given effect with the invalid provision or application, and to this end the provisions of this chapter are declared to be severable.

(Ord. 768, § 1, passed -- 1994)

The Fort Bragg Municipal Code is current through Ordinance 929, passed May 8, 2017.

Disclaimer: The City Clerk's Office has the official version of the Fort Bragg Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.



ITEM NO.: 11a

MEETING DATE: June 21, 2017

AGENDA SUMMARY REPORT

SUBJECT: PUBLIC HEARING TO REVIEW, CONSIDER, AND POSSIBLY ADOPT A RESOLUTION ADJUSTING THE FIRE PREVENTION FEE SCHEDULE

Summary: The City Council will hold a public hearing to review and possibly adopt a resolution adjusting the Fire Prevention Fee Schedule which increases the permit and fees to \$80.00 per hour.

Background: The current Fire Prevention Fee Schedule was approved by City Council Resolution on May 15, 1996, (Attachments #1 and #2). Due to the length of time since the schedule has been reviewed and updated, expenses have increased making it necessary to adjust the fee schedule in order to cover actual costs. A comparison of several surrounding agencies, showing average charges, has been provided for reference (Attachment #3). Currently, the base fee listed on the schedule is \$50.00 per hour, while the Fire Marshal's hourly rate is \$80.72 per hour.

Discussion: Staff is recommending that Council adopt the resolution (Attachment #4) adjusting the minimum hourly rate to \$80.00 per hour to cover actual costs of providing fire prevention services. All rates for services in this schedule are recommended for adjustment based on the cost recovery rate of the Fire Marshal.

FISCAL IMPACT:				
Budgeted Amount in 16-17 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): Adopt the resolution for the Fire Prevention Fee Schedule increasing the permit and fees cost to \$80.00 per hour.

ALTERNATIVES: Remand to Staff with alternate direction.

Citizens advised: Publically noticed pursuant to City code
Requested by: Kevin Jennings, Division Chief
Prepared by/Contact: Kevin Jennings, Division Chief
Coordinated with: N/A
Presenter: Kevin Jennings, Division Chief
Attachments: 1. Resolution 96-65
2. Excerpt from Minutes of May 15, 1996 - Agenda Item 8a
3. Spreadsheet comparison of Fee Schedule
4. Proposed 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 Sahgiamomo, City Manager

RESOLUTION NO. 96-65

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH
ADJUSTING FIRE PREVENTION FEE SCHEDULE**

WHEREAS,

1. The Fire Marshal for the City of Ukiah or his delegate(s) reviews various plans submitted in connection with building permit, subdivision, and other applications; and conducts inspections of property and improvements; and issues permits under the Uniform Fire Code and other applicable codes, ordinances, and regulations; and
2. Fire Department Site and Plan Review fees, Fire Department Plan Check and Inspection fees, Water Flow Test and Fire Flow Calculation fees, Cost of Reports and Documents, and Fees for Apparatus and or Personnel have not been updated since 1991 when the fee schedule was adopted; and
3. The cost incurred by the City of Ukiah in providing these services has increased significantly; and
4. The applicants or parties requesting or requiring these services should pay for the actual costs incurred by the City; and
5. The City has provided all notices required by law and pursuant to Government Code Section 54992 has made available to the public for a period of ten (10) days prior to the hearing on the fees established or adjusted in this resolution, data indicating the amount of cost, or estimated cost, required to provide the service for which the fee is levied, and the revenue sources anticipated to provide the service, including general fund revenues; and
6. The City Council finds that the fees imposed by this resolution do not exceed the estimated reasonable cost of providing the service for which the fee is charged and the fees for reports or documents do not exceed the direct costs of duplication; and
7. The fees for site and plan reviews, plan checks, and inspections will not normally apply to plans or other actions involved in the actual construction of single family dwellings, but will apply to approvals required for residential, as well as other, subdivisions and residential automatic fire sprinkler systems.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ukiah hereby adopts the following fees for Fire Department services as set forth in the Fee Schedule contained herein.

BE IT FURTHER RESOLVED that the fees imposed by said Fee Schedule must be paid by the applicant for any permit in connection with which any covered plan check or inspection is requested or required before the service is provided.

BE IT FURTHER RESOLVED that when any covered inspection is conducted for fire safety purposes and not at the request of the permit applicant, property owner, tenant, or other person occupying the property, or where collecting the fee in advance is for any other reason impractical or not in the interest of preserving fire safety, the City shall collect the fee at the earliest opportunity and the Finance Department and City Attorney are authorized to take all actions, including legal action, they deem necessary to collect said fees. The City's ordinances imposing interest and authorizing the City to recover its attorneys' fees shall apply to such collection efforts. If an applicant commences work requiring a permit for which a covered inspection or plan check is required before submitting his or her application, the fees set forth in the Fee Schedule shall be doubled for all covered services provided in connection with that permit application.

FEE SCHEDULE

TYPE OF FEE

AMOUNT

1. **Site and Plan Reviews**
Does not apply to actual *construction* of single family dwellings
 - a. Site Development and Use Permit review \$50.00
 - b. Plan Review - Minor Subdivision (1-4 parcels) \$50.00
 - c. Plan Review - Major Subdivision (5 or more parcels) \$50.00
+\$5.00 per lot
2. **Plan Checks, Inspections, and Permits**
Does not apply to construction of single family dwellings, except fire sprinkler systems
 - a. Plan Review - Building Permit \$50.00 per hour
½ hour minimum
 - b. Automatic Fire Sprinkler System: Original Installation
(includes: plan review, underground flush, pressure test, alarm test)
 - i. NFPA 13 & 13R \$0.01 per square foot
(commercial, motel, apartments) of sprinklered area
(\$250.00 minimum)
 - ii. NFPA 13D (1 & 2 family residential) \$60.00

c. Automatic Fire Sprinkler System: Modification / Replacement

i. Modification per rented or separately occupied space (includes: plan review, underground flush, pressure test, alarm test)	\$.01 per square foot of sprinklered area (\$100.00 minimum)
ii. Underground pipe installation	\$50.00
iii. System supervision alarm	\$50.00
d. Other Automatic Fire Extinguishing Systems, (includes: plan review and test)	\$100.00
e. Fire Alarm Systems (includes: plan review & test)	\$150.00
f. Combustible / Flammable Liquid Storage Tanks (removal, installation, above or below ground)	\$100.00 for first tank \$25.00 each additional tank
g. Other permits required under Section 105.8 of the 1994 Uniform Fire Code (includes: plan review and testing, if applicable)	\$50.00 per hour (1 hour minimum)
h. Inspections & Tests: (including: requested inspections, follow-up or reinspections due to non-compliance or malfunction)	\$50.00 per hour (1 hour minimum each)
i. Inspections or Tests: after hours, when available.	\$50.00 per hour (2 hour minimum each)
3. <u>Water Flow Tests & Fire Flow Calculations</u>	\$50.00 per hour (1 hour minimum each)
4. <u>Cost of Reports and Documents</u>	
a. Incident Report	\$5.00 each
b. Excerpts of Codes or Ordinance (3 pages maximum)	\$3.00 each
c. Any Special Report (requiring research or compilation)	\$15.00 each

d. Photos

i. 3"x 5" \$5.00 each

ii. 8"x 10" \$10.00 each

5. Apparatus use and/or Personnel

(Fire protection and/or emergency services in unusual circumstances, or recoverable under applicable codes, or any judgement or assumption of financial responsibility for cost recovery).

Rates are per hour, each applicable rate is subject to a one hour minimum charge.

Equipment rates include one operator, additional personnel subject to personnel rate.

a. Heavy-Duty Equipment \$50.00
(including: Fire Engine, Ladder Truck, Incident Support Unit, Water Tender, Command Vehicle)

b. Light-Duty Equipment \$35.00
(including: Patrol, Sedan, Pick-Up Truck, Ambulance [not billed otherwise], etc.)

c. Personnel Rate \$25.00

PASSED AND ADOPTED on the 15th day of May, 1996, by the following roll call vote:

AYES: Mastin, Malone, Wattenburger, Shoemaker, Mayor Schneider

NOES: None

ABSENT: None


Fred Schneider, Mayor

ATTEST:


Karen Yoast, Deputy City Clerk

Discussion was had relative to the historic value of the structure, and there is not enough interest by any parties to further delay demolition.

M/S Malone/Wattenburger that due to the circumstances surrounding the economics and lack of interested parties to preserve the building located at 400 East Perkins Street, the demolition permit shall be allowed, carried by the following roll call vote: AYES: Councilmembers Mastin, Malone, Wattenburger, Shoemaker, and Mayor Schneider. NOES: None. ABSTAIN: None. ABSENT: None.

8. **PUBLIC HEARING - 7:00 p.m.**

8a. **Adoption of Resolution Adjusting Fire Prevention Fee Schedule**

Ms. Horsley presented Operations Chief Sandelin and Fire Marshal Sprehn.

Mr. Sandelin explained the history of fire department fees, and the proposed new fees. He explained Roger Sprehn is the staff member who worked on the project and can answer Council's questions.

Mr. Sprehn indicated he based the proposed fees on the time involved to accomplish each task. The hourly rate increased from \$30 per hour, to \$50 per hour, which includes clerical, vehicle support, etc. He drew attention to the analysis he performed of what other fire departments in Mendocino and Napa counties are charging, and noted the City's current fees are either typical to or below most agencies. He explained the public hearing noticing steps taken regarding this item.

Discussion followed relative to the methodology used in arriving at some of the fees, that some of the fees will be lower, and the training levels needed to be able to perform plan checking services.

Public Hearing Opened - 7:19 p.m.

Al Beltrami, 145 Mendocino Place, read a letter, dated May 15, 1996, from Mendocino County Employers Council into the record which noted a concern relative to a 66% increase over five years; that general fund revenues should be used for public safety rather than a reliance on fees; if fees are to be used for some public safety functions, they should be based on a reasonable basis related to service provided, and not for revenue; that the charges for document reproduction are extremely high and need to be justified; that there are three agencies dealing with tank regulations; and concern relative there being any appeal fee. He requested the Council keep the fees at a level to cover reasonable costs and do not add the new fee for the Fire Control Appeal Board, and to investigate if better coordination would make the fuel tank regulation process more efficient.

Public Hearing Closed - 7:27 p.m.

Councilmember Wattenburger questioned whether it is a state requirement that all three agencies deal with the fuel tank regulations.

Mr. Sprehn advised the state is in the process of coordinating this into one agency per area, but at this time the City's Fire Code requires a permit for removal, installation, modification, etc. for underground tanks.

Discussion followed relative to coordinating efforts with regards to the fuel tanks; that the City currently does not have any appeal fees because the Council does not want to make it difficult for a non-developer to appeal a project; that the state is looking at requiring building inspectors to be licensed, which may extend to fire personnel. There was additional discussion regarding whether there could be only one fee for one inspector. It was noted both the building and fire divisions do work with many of the same code books, however, fire life and safety issues are the Fire Department's role because they are heavily trained around fire safety.

Ms. Horsley noted staff is currently looking at the permit process, and will be looking at these coordination issues.

Mr. Sandelin noted in other agencies where they have tried to combine the two inspection functions they end up with a specialist in fire, life safety, and hazardous materials.

Mayor Schneider indicated he supports all the proposed fees, except a fee for appeals.

Mr. Wattenburger noted he would prefer to see smaller increases proposed more often.

Mr. Rapport noted it is required that the proposed fee reflects the cost for providing the service, and Mr. Sprehn has based his fees accordingly.

Ms. Horsley advised that staff is trying to bring all City fees up to date. She further advised that staff

has no strong feelings about the appeal hearing fee, it was brought forward because of the high cost of their first appeal hearing.

M/S Wattenburger/Mastin to adopt Resolution No. 96-65, Adjusting Fire Prevention Fee Schedule, with the deletion of the Fire Code Board of Appeal fee, carried by the following roll call vote: AYES: Councilmembers Mastin, Malone, Wattenburger, Shoemaker, and Mayor Schneider. NOES: None. ABSTAIN: None. ABSENT: None.

8b. Adoption of Resolution Approving Lease and Sub-Lease Agreements to Refinance Greater Ukiah Senior Center Offices

Mr. Rapport reported that the Senior Citizen Center has found an excellent financing mechanism, saving 2% per year, for their buildings. This will provide them with a lower monthly cost as well as providing additional funds. The proper public notice was given and the resolution authorizes the City Manager or Mayor to sign the necessary documents. He noted the City is basically facilitating this financing and the lender is obligated to look exclusively at the Senior Center in case of default. The lender is one of the current lenders and it wants to take on the entire mortgage at this time.

Public Hearing Opened - 7:49 p.m.

Terr Willis, Executive Director of Senior Center, advised Council that the Senior Center Board approved the financing package. She added that it will save the seniors a lot of money, will not cost the City anything, and requested the Council adopt the resolution.

Public Hearing Closed - 7:50 p.m.

MS Malone/Shoemaker to approve Resolution No. 96-66 Approving the Lease-Purchase Agreement and Sublease Purchase Agreement to Refinance the Acquisition of Buildings for the Greater Ukiah Senior Center, Inc., carried by the following roll call vote: AYES: Councilmembers Mastin, Malone, Wattenburger, Shoemaker, and Mayor Schneider. NOES: None. ABSTAIN: None. ABSENT: None.

10. NEW BUSINESS

10a. Selection of Alternate Board Member to the Redwood Empire Municipal Insurance Fund (REMIF)

Ms. Horsley advised an alternate Board member must be appointed to the REMIF Board, since she was the alternate prior to taking the position of City Manager. She will be designated the main Board member, and that Michael Harris be appointed as the alternate. She advised there is valuable training associated with the appointment of Mr. Harris.

MS Shoemaker/Malone to make Candace Horsley the main REMIF Board member and Michael Harris the alternate, carried by the following roll call vote: AYES: Councilmembers Mastin, Malone, Wattenburger, Shoemaker, and Mayor Schneider. NOES: None. ABSTAIN: None.

10b. Discussion Regarding City Treasurer Position and Appointment of Interim City Treasurer

Ms. Horsley explained that the City Council appointed Treasurer, Patrick Coyne, has moved out of the City limits and under Government Code Section 36502 is no longer eligible to serve as the City of Ukiah Treasurer. She explained the two actions of Council this evening are to appoint a Treasurer to fill the vacancy until the November election, and authorize a strategy for investment services. The Treasurer appointment can be filled by a member of public, staff, or a Councilmember as long as the appointee is a City resident. If the Council decides to appoint a Councilmember, they can do so tonight or direct staff to do a recruitment. Staff also recommends that the appointed Treasurer be the Chair of the oversight committee, which will be considered by the Council in the June meeting. The City's investments should be managed by an investment advisor. Patrick Coyne has proactively provided the City with investment services since his appointment and he has offered to continue to do so on a consultant basis for \$2,083.33 per month, but only if his contract is through February 1997. Attached to the report is the proposed professional services contract and a comparison chart of the portfolio, which reflect the portfolio's increases. She explained other alternatives for Council include hiring an investment advisor on a month-to-month basis until an investment advisor is selected through the RFP process, or contract with an advisor until the November election, when a new Treasurer will be elected.

Discussion followed relative to the City Treasurer's report, and it was noted the report illustrates what the City had just prior to the sale of the derivatives, through where the City is currently showing an increase in current market value of a little more than \$4 million.

	Category	Current Rate	Proposed Rate	8 City Average
		Implemented 1996	2017	Eureka, Marysville, Yuba City,
				Cloverdale, Healdsburg
				Santa Rose, Petaluma,
				Rohnert Park
1	Minor Subdivision	\$50.00 / hr.	\$80.00 / hr.	
2	Plan review for Minor Subdivision, 5 parcels and \$5.00 per parcel.	\$50.00 / hr.	\$80.00 / hr.	
3	Site Development & Use Permit Review	\$50.00 / hr.	\$80.00 / hr.	
4	Plan Review for Building Permit	\$50.00 / hr. 1 hour min.	\$80.00 / hr. 1 hour min.	\$121.00 (7)
5	Fire Sprinkler System, NFPA 13 & 13R	\$.01 / sq. ft. \$250.00 min.		Eureka, \$98.60 / hr, \$1.00 to \$5.00 per head depending upon complexity of build.
6	Fire Sprinkler System Modification. (Tennent Improvement)	\$.01 / sq. ft. \$100.00 min.	\$120.00 Plan Check = \$80.00 Inspection = \$40.00	Or sent to consultant, 3rd party review.
7	System Supervisory Alarm	\$50.00	\$80.00 1 hr. min.	
8	Other Automatic Fire Extinguishing Systems	\$100.00	\$120.00 Plan check = \$80 / hr. Inspection = actual time spent based upon 1/4 hr. increments. \$40.00 min.	
9	Fire Alarm Systems	\$150.00	\$120.00 Plan Check = \$80 / hr. Inspection = actual time spent based upon 1/4 hr. increments, \$40.00 min.	\$262.00 (6)
10	Combustible Flammable Liquid Storage Tanks.	\$100.00, 1st tank, \$25.00 for ea. Add.		\$193.00 (2) \$70.00 for ea. Add. (2)
11	Inspections & Tests not previously included above.	\$50.00 / hr., 1 hr. min.	\$80.00 / hr. 1 hr. min.	\$110.00 / hr.

12	Inspections / Tests	\$75.00 / hr.	\$120.00 / hr.	
	after hours (when	1 hr. min	1 hr. min.	
	available)			
13	Over the counter,	\$50.00 / hr.	\$80.00 / hr.	
	"Rapid Review"	1 hr. min.	1 hr. min.	
14	Tents & Membrane	\$100.00	\$120.00	\$132.00 (2)
	Structures	Permit, \$50.00	Permit, \$80.00	
		Insp. \$50.00	Insp. \$40.00	
15	Alarm Malfunctions,		\$200.00 for each	Commercial rate,
	3 per calander year		occurance after the	\$446, \$648, \$1054
	no charge.		first 3.	
				Residential rate,
				\$406, \$567,
16	Mitagation fees,		Res. =	
	per sf.		Comm. =	
17	Day Cares,		Sm. Fam. = \$40.00	
	Small, 8 - 14 people		Lg. Fam. = \$80.00	
	Large, 14 or more			
18	Institutional,		\$80.00 / hr. 1 hr. min.	
	Residential Care			
	more than 6, less than			
	50			
19	Institutional,		\$80.00 / hr. 1 hr. min.	
	50 or more people			
20	Solar Instalation,		\$120.00	
	Residential, Comm.		Permit / Plan Check	
			\$80.00 / hr. 1 hr. min	
			Inspection, \$40.00	
21	Annual required		\$80.00 per hr. 1 hr. min	Eureka = \$98.60 / hr.
	inspections,			
	R1, R2, E's, I's, A's			
	(hotel / motel, Schools,			
	Institutions "jails", and			
	Large Assemblies)			

RESOLUTION NO. 2017-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ADJUSTING FIRE PREVENTION FEE SCHEDULE

WHEREAS,

1. The Fire Marshal for the City of Ukiah or his delegate(s) reviews various plans submitted in connection with building permit, subdivision, and other applications; and conducts inspections of property and improvements; and issues permits under the Uniform Fire Code and other applicable codes, ordinances, and regulations; and
2. Fire Department Site and Plan Review fees, Fire Department Plan Check and Inspection fees, Water Flow Test and Fire Flow Calculation fees, and Cost of Reports and Documents have not been updated since 1996 when the fee schedule was adopted; and
3. The cost incurred by the City of Ukiah of providing these services has increased significantly; and
4. The applicants or parties requesting or requiring these services should pay for the actual cost incurred by the City; and
5. The City has provided all notices required by law and pursuant to Government Code Section 54992 has made available to the public for a period of ten (10) day prior to the hearing on the fees established or adjusted in this resolution, data indicating the amount of cost, or estimated cost, required to provide the service for which the fee is levied, and the revenue sources anticipated to provide the service, including general fund revenues; and
6. The City Council finds that the fees imposed by this resolution do not exceed the estimated reasonable cost of providing the service for which the fee is charged and the fees for reports or documents do not exceed the direct costs of duplication; and
7. The fees for site and plan reviews, plan checks, and inspections will not normally apply to plans or other actions involved in the actual construction of single family dwellings, but will apply to approvals required for residential, as well as other, subdivisions and residential automatic fire sprinkler systems.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ukiah hereby adopts the following fees for Fire Department services as set forth in the Fee Schedule contained herein.

BE IT FURTHER RESOLVED that the fees imposed by said Fee Schedule must be paid by the applicant for any permit in connection with which any covered plan check or inspection is requested or required before the service is provided.

BE IT FURTHER RESOLVED that when any covered inspection is conducted for fire safety purposes and not at the request of the permit applicant, property owner, tenant, or other person occupying the property, or where collecting the fee in advance is for any other reason impractical or not in the interest of preserving fire safety, the City shall collect the fee at the earliest opportunity and the Finance Department and City Attorney are authorized to take all actions, including legal

action, they deem necessary to collect said fees. The City's ordinances imposing interest and authorizing the City to recover its attorney's fees shall apply to such collection efforts. If an applicant commences work requiring a permit for which a covered inspection or plan check is required before submitting his or her application, the fees set forth in the Fee Schedule shall be doubled for all covered services provided in connection with that permit application.

FEE SCHEDULE

TYPE OF FEE	AMOUNT
1. <u>Site and Plan Reviews</u> Does not apply to actual construction of single family dwellings.	
a. Site Development and Use Permit review	\$80.00
b. Plan Review – Minor Subdivision (1 -4 parcels)	\$80.00
c. Plan Review – Major Subdivision (5 or more parcels)	\$80.00 + \$5.00 per lot
2. <u>Plan Checks, Inspection, and Permits</u> Does not apply to construction of a single family dwellings, except fire sprinkler systems.	
a. Plan Review – Building Permit	\$80.00 per hour ½ hour minimum
b. Automatic Fire Sprinkler System: Original Installation (includes: plan review, underground flush, pressure test, alarm test)	
i. NFPA 13 & 13R (commercial, motel, apartments)	\$.01 per square foot of sprinklered area. (\$250.00 minimum)
ii. NFPA 13D (1 & 2 family residential)	\$80.00
c. Automatic Fire Sprinkler System: Modification / Replacement	
i. Modification per rented or separately occupied space .	\$.01 per square foot of sprinklered area (\$120.00 minimum)
(Includes: plan review, underground flush, pressure test, alarm test)	
ii. Underground pipe installation	\$80.00

iii. System supervision alarm	\$80.00
d. Other Automatic Fire Extinguishing Systems (includes: plan review and test)	\$120.00
e. Fire Alarm Systems (includes: plan review and test)	\$120.00
f. Combustible / flammable Liquid Storage Tanks	\$100.00 for first tank \$25.00 for each additional
g. Inspections & Tests not previously included.	\$80.00 / hr. (1 hr. minimum)
h. Inspections & Tests after hours (when available)	\$120.00 / hr. (1 hr. minimum)
i. Over the counter, "Rapid Review"	\$80.00 / hr. (1 hr. minimum)
j. Tents & Membrane Structures (\$80.00 permit, \$40.00 inspection)	\$120.00
k. Inspections & Tests: (including: requested inspections, Follow-up or re-inspections due to non-compliance or malfunction)	\$80.00 / hr. (1 hr. minimum)
l. Alarm Malfunctions (3 per calendar year, no charge)	\$200.00 Each occurrence after the first 3
m. Day Cares	\$40.00 small family 8 – 14 people \$80.00 large family 14 or more
n. Institutional, Residential Care More than 6, less than 50.	\$80.00 / hr. 1 hr. minimum
o. Institutional, 50 or more.	\$80.00 / hr.
p. Solar installation, Residential / Commercial	\$120.00 \$80.00 plan check, \$40.00 inspection
q. Annual required Inspections,	\$80.00 / hr.

- R1, R2, E's, I's, A's
(hotel / motels, schools, institutions (jails) and large assemblies) 1 hr. minimum
3. Water Flow Tests & Fire Flow Calculations \$80.00 / hr. / each
4. Costs of Reports and Documents
- a. Incident Report \$5.00 each
 - b. Excerpts of Codes or Ordinance (3 pages maximum) \$3.00 each
 - c. Any special Report (requiring research or compilation) \$15.00 each
 - d. Photos
 - i. 3" x 5" \$5.00 each
 - ii. 8" x 10" \$10.00 each

PASSED AND ADOPTED this 21st day of June, 2017, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Jim O. Brown, Mayor

ATTEST:

Kristine Lawler, City Clerk



ITEM NO.: 11b

MEETING DATE: June 21, 2017

AGENDA SUMMARY REPORT

SUBJECT: ADOPTION OF A RESOLUTION APPROVING THE CITY OF UKIAH CDBG MICROENTERPRISE TECHNICAL ASSISTANCE SERVICES PROGRAM GUIDELINES AND ADOPTION OF A RESOLUTION APPROVING THE CITY OF UKIAH CDBG BUSINESS ASSISTANCE LOAN PROGRAM GUIDELINES

Summary: Staff requests City Council adoption of two resolutions approving program guidelines for the City of Ukiah's newly funded economic development program, funded through State Community Development Block Grant ("CDBG") #16-CDBG-11147.

Background: The Ukiah City Council approved Resolution No. 2016-40 on July 11, 2016, authorizing the submittal of an application to the State Department of Housing and Community Development ("HCD") for CDBG funding. Submitted July 25, 2016, the application consisted of the following activities: Single-unit Residential Housing Rehabilitation Program, Homeownership Assistance Program, Microenterprise Assistance Program, and a Business Assistance Program. Of these proposed activities, HCD made an award to the City of Ukiah for the following:

City of Ukiah Microenterprise Program	\$232,558
Business Assistance Program	\$202,224
Activity Delivery – Business Assistance Program	\$ 30,334
<u>General Program Administration</u>	<u>\$ 34,884</u>
TOTAL	\$500,000

Discussion: City Council approval of program guidelines is one of the requirements for clearing HCD's General Conditions on this new CDBG grant. Once General Conditions are approved and the City receives

Continued on Page 2

RECOMMENDED ACTION(S): Conduct public hearing; Adopt proposed resolutions approving the City of Ukiah Community Development Block Grant (CDBG) Microenterprise Technical Assistance Services Program Guidelines and the City of Ukiah CDBG Business Assistance Loan Program Guidelines.

ALTERNATIVES: Do not adopt resolutions; Return to staff for additional information.

Citizens advised: Notice published in Ukiah Daily Journal on June 10, 2017, and available for review upon request.

Requested by: City Council

Prepared by: Craig Schlatter, Community Development and Planning Director

Coordinated with: Shannon Riley, Deputy City Manager

Presenter: Craig Schlatter, Community Development and Planning Director

- Attachments:
1. City of Ukiah CDBG Microenterprise Technical Assistance Services Program Guidelines
 2. Resolution Authorizing Approval of the City of Ukiah CDBG Microenterprise Program Guidelines
 3. City of Ukiah CDBG Business Assistance Loan Program Guidelines
 4. Resolution Authorizing Approval of the City of Ukiah CDBG Business Assistance Loan Program Guidelines

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

an Authority to Use Grant Funds from the State, the City will be authorized to expend CDBG funds on the above-mentioned activities and implement the activities. Details on the activities are below.

Microenterprise Technical Assistance Services Program

The City of Ukiah's new Microenterprise Assistance Program (see Attachments 1 and 2) will provide a variety of Technical Assistance services to low- and moderate-income ("LMI") individuals, defined as those residents with incomes at or below 80% of Area Median Income. Technical Assistance services are expected to include the following: business development via classes on business plan development or updating, market analysis and marketing plan development, financial management tools and cash flow projects and how to control inventory and operating expenses; business development via one-on-one and peer to peer counseling; business development via online computer training (where available); and completion of a capacity development work plan.

It is estimated that at least 60 low- and moderate-income individuals will be assisted through the Microenterprise Assistance Program. Staff will administer and oversee the grant activity, and a program operator/consultant will be procured by the City to implement the program.

Business Assistance Program

The City's Business Assistance Program (see Attachments 3 and 4) is a continuation of the Revitalizing Business Investment and Lending Development ("ReBILD") program, funded by CDBG Program Income and a former CDBG grant, #10-EDEF-7261. The Program is designed to utilize federal CDBG dollars to stimulate economic growth and improve living conditions of LMI residents in Ukiah. This is achieved through the provision of low cost loans to eligible for-profit businesses.

It is anticipated that at least two businesses will be assisted with City of Ukiah Business Assistance funds, leading to the creation and/or retention of 13 jobs. The businesses may be start-ups or existing businesses. Staff will administer and implement the Business Assistance program, including marketing and applicant identification. A Loan Administrator will be procured to underwrite and evaluate received loan applications.

Recommendations:

1. Conduct public hearing and receive public comment;
2. Adopt resolution approving the City of Ukiah CDBG Microenterprise Technical Assistance Services Program Guidelines; and
3. Adopt resolution approving the City of Ukiah CDBG Business Assistance Loan Program Guidelines.

Administrative note: only one public hearing is required for adoption of the two resolutions.

FISCAL IMPACT:				
Budgeted Amount in 16-17 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 ☒ (in FY 2017-18 proposed budget)	N/A



Guidelines For Microenterprise Technical Assistance Services Program

Funded By

City of Ukiah

With

Community Development Block Grant

Adopted: / / ____

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ATTACHMENT D: DEPARTMENT'S MICROENTERPRISE INCOME SELF-
CERTIFICATION FORM

Adopted: __/__/__

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) MICROENTERPRISE TECHNICAL ASSISTANCE PROGRAM GUIDELINES

1.0 INTRODUCTION

The City of Ukiah, here after called the "Grantee," has established a microenterprise Technical Assistance (TA) program, here after called the "TA Program." The TA Program is designed to stimulate economic growth and create businesses and jobs that will improve the living conditions of residents in Ukiah. The TA Program provides technical assistance services to eligible businesses and persons for business start-up or expansion activities. These TA Program guidelines have been formally adopted by the Grantee and approved by the California Department of Housing and Community Development, here after called "the Department." See **Attachment A** for copy of the adopting resolution.

2.0 MICROENTERPRISE TA SERVICES PROGRAM OVERVIEW

2.1 GRANTEE AND PROGRAM OPERATOR

The Grantee will secure the services of a qualified service provider, here after called "the Program Operator," who has experience in providing and coordinating microenterprise TA services and is familiar with CDBG state and federal requirements. In general, the Program Operator will: 1) market the TA Program; 2) accept and process participant applications; 3) document participant CDBG income eligibility and proper number of employees; and 4) ensure participant files are set up to document all participant TA services provided and documentation of all eligible costs. Grantee will assign one or more staff to oversee Program Operator's work with Program Applicants and Participants to ensure CDBG compliance with these guidelines.

2.2 PROGRAM SERVICE AREA

TA services are available to all eligible businesses/persons located within Ukiah's jurisdictional boundaries. These CDBG funds may not be used in entitlement jurisdictions that receive CDBG funds directly from the federal Department of Housing and Urban Development (HUD) entitlement program.

2.3 FUNDING SOURCE FOR TA PROGRAM SERVICES

The TA Program is paid for with CDBG funds provided by HUD to the Department, and as such these funds have a number of federal requirements that must be met as described below. These CDBG funds come to the Grantee from Department grant awards that are administered under a formal grant contract or from local CDBG program income (PI) funds administered under an approved PI Waiver.

3.0 CDBG PROGRAM REQUIREMENTS

3.1 ELIGIBLE PROGRAM APPLICANTS

All eligible applicants must meet the definition of a microenterprise. For CDBG

purposes, a microenterprise is defined as a commercial enterprise that has five (5) or fewer employees, including the owner(s). All employees, part or full time, on the business payroll at the time of loan application will be counted. The term "employee" includes all owners of the business on the payroll, even if the owner's "salary draws" are not done on a regular basis. The Program Operator will require all program Applicants "certify" the number of employees at the time of application using the Department's Microenterprise Income Self-Certification Form (see Attachment D).

An eligible Applicant may be an existing microenterprise business that needs TA program services to build capacity or a person without a business that wants to create one. Most existing microenterprise business Applicants will be sole proprietorships. However, eligible Applicants may include private for-profit corporations or partnerships that are legal, properly licensed and operating. Non-profits are not eligible microenterprise businesses. An eligible Applicant must provide documentation that the physical location of the business is within the program service area, per Section 2.2. If the business's physical address is outside of the program service area, then they are not an eligible Applicant. A business owner may have their personal residence outside the program service area as long as the business's principal operating location is within the program service area.

Eligible Applicants can also be individual persons who do not have a business but wish to start a business. These persons may receive microenterprise TA services to help them take all the necessary steps to build capacity and set up a new business. The TA services provided to persons will typically be much more time consuming and require more work from the Applicant as they seek to start a for profit business. Applicants that are persons without an existing business must document that their primary residence is located in the program service area per Section 2.2.

3.2 INELIGIBLE PROGRAM APPLICANTS

An ineligible existing business applicant is one that has a physical business location outside of the service area. An ineligible person applying for the program is one with a residence outside of the service area. As stated in Section 3.1 non-profit organizations are not eligible microenterprise business. An applicant currently participating in a microenterprise TA or Financial Assistance program offered in the same service area as this program is not eligible.

3.3 ELIGIBLE PROGRAM COSTS

Use of CDBG funds for TA program services is restricted to certain eligible costs. All costs associated with funding TA must be "indirect costs." Indirect is defined as third party costs to a Program Operator and other consultants that provide TA to program participants. Common TA costs may include: 1) business development workshops or classes restricted to CDBG eligible program participants; 2) "one on one" counseling using professional business

development staff; 3) opportunities for “structured peer networking;” and 4) online business training courses. The Grantee’s specific CDBG TA services are outlined in Sections 5.3 to 5.6.

3.4 INELIGIBLE PROGRAM COSTS

Microenterprise “direct financial assistance” costs will not be funded under this program. Direct financial assistance may be provided only under an approved CDBG microenterprise financial assistance program. Direct financial assistance activities are typically any costs associated with day to day business operations. These operational costs are ineligible, whether the business is operating out of a private leased commercial space, their home, or a public facility.

Examples of ineligible direct financial assistance costs include but are not limited to: 1) payment of costs to produce/purchase marketing materials (printing, language translations or professional design costs); 2) payment of marketing ads or distribution of marketing materials; 3) payment of third party costs for website building or hosting; 4) payment of rents / lease payments, utilities or other business fees or operating / overhead expenses; 5) payment of purchasing real property or furniture, fixtures or equipment for the business; 6) payment of any personal or business debt; 7) payment of any cash or wages; 8) paying for credit reports; and 9) paying for loan or grant underwriting services.

In addition, no payment of food or drinks offered at the TA classes or other instruction sessions are eligible costs. Cash or like-cash payments and other undocumented TA costs are also not eligible.

3.5 TIMEFRAME FOR RECEIVING TA SERVICES

Under federal regulations, a program participant may receive TA services for up to three (3) years, after completing income verification as an eligible microenterprise. It is expected that most program participants will use all microenterprise TA services well before the three year limit.

3.6 MEETING CDBG MICROENTERPRISE DEFINITION REQUIREMENT

Program applicants for this Program must meet the CDBG definition of a microenterprise business. The CDBG definition of a microenterprise business is one that has five (5) or fewer employees, including the owner(s). All employees, part time and full time, on the business payroll at the time of loan application will be counted. The term “employee” includes all owners of the business on the payroll, even if the owner’s “salary draws” are not on a regular basis. The Program requires a current CDBG income self-certification form which should be placed in the program participant file to document the number of employees and compliance with the HUD microenterprise definition.

3.7 MEETING CDBG NATIONAL OBJECTIVE REQUIREMENT

Under federal regulations, use of CDBG funds for microenterprise activities must meet the national objective of benefit to low/mod income persons under the

Limited Clientele definition. As such, all microenterprise owners must be documented as meeting HUD low/mod income definition prior to receiving any Program services. This is in addition to meeting the “definition” of a microenterprise, as described above in Section 3.6. The CDBG income self-certification form will be used to verify income of program applicants for the microenterprise technical assistance services program.

As with other microenterprise program activities, if the Grantee or Program Operator finds that the applicant income information is not accurate and the program participant is over HUD’s income limits, then a program applicant is ineligible and program services currently being offered to program participants must cease immediately.

3.8 OTHER CDBG FEDERAL LAWS AND REGULATIONS

There are a number of federal laws and state regulations that are triggered with the use of CDBG funding for a microenterprise assistance services Program. The Grantee will take the lead and ensure compliance with these other CDBG regulations.

National Environmental Policy Act (NEPA) federal environmental laws per regulation 24 CFR 58 are not triggered for individual Program participants. Nor are there any compliance requirements for Davis Bacon and related Acts for TA activities under these guidelines. Acquisition and relocation laws are also not triggered when using CDBG funds for microenterprise TA services. However, these federal laws may be triggered as part of using the TA funds in conjunction with providing the program participant with financial assistance.

Federal regulations require that local program income be spent first prior to drawing down any federal funds from an open grant. If a Grantee has a program Income (PI) “Waiver” for funding technical assistance services and also has a Department grant contract award for technical assistance services, the local PI waiver funds must be expended first, prior to drawing down any funds from the open grant contract with the Department.

4.0 APPLICATION PROCESSING FOR TA PROGRAM SERVICES

4.1 PROGRAM MARKETING AND OUTREACH

Upon the Grantee’s receipt of a Department letter releasing TA Program funding, and after successful procurement of a Program Operator, the Program Operator will conduct outreach and marketing to all businesses and individuals in the program service area. Program operator staff will develop a marketing plan for the program to outreach to businesses and persons in the community regarding the availability and accessibility of the TA program. This plan should be kept on file and updated as needed to ensure that all residents in the service area are informed about and have access to program applications.

4.2 EQUAL OPPORTUNITY COMPLIANCE

This program will be implemented in ways consistent with the Grantee commitment to state and federal equal opportunity laws. No person or business shall be excluded from participation in, denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG program funds on the basis of his or her religion or religious affiliation, age, race, color, ancestry, national origin, sex, marital status, familial status (number or ages of children), physical or mental disability, sexual orientation, or other arbitrary cause.

4.3 PROGRAM APPLICATION PROCESSING

Applications will be processed on a first come first served basis. See **Attachment B** for microenterprise TA services program application form. The Program Operator will accept applications and review for HUD income eligibility and an allowable number of employees, per Department standards.

All program applications received, both denied and approved, will be logged and kept on file in accordance with federal records retention act. Applicants who do not meet eligibility requirements of the program will be notified in writing with an explanation of ineligibility. Files will be set up for all eligible program participants to document compliance with all CDBG regulations, Department policy, and adopted guideline and all provided TA services.

4.4 PROGRAM PARTICIPANT / APPLICANT CONFIDENTIALITY

All personal and business financial information will be kept confidential. Program participant files with personal and business confidential information will be kept in locked secured storage units.

4.5 DISPUTE RESOLUTION / APPEALS PROCEDURE

Any person applying for TA services through the CDBG program has the right to appeal a denied application. The appeal must be made in writing to the Grantee. A written response to the appeal will be provided to the applicant by the Grantee within 30 days of receipt of the applicant's appeal letter.

4.6 EXCEPTIONS / SPECIAL CIRCUMSTANCES

Exceptions are defined as any action, which would depart from policy and procedures stated in the guidelines.

5.0 TECHNICAL ASSISTANCE PROGRAM SERVICE DELIVERY

5.1 PROGRAM PARTICIPANT CAPACITY EVALUATION

Eligible program participants will meet with Program Operator staff to receive a "capacity" evaluation. This evaluation process will be completed via a face to face interview and standard written format. The current capacity of the business owner or person wishing to start a business will be assessed. Areas of strengths and weaknesses will be identified; steps will be provided to address weaknesses.

5.2 CREATING CAPACITY DEVELOPMENT WORK PLAN

Based on the capacity evaluation, the Program Operator will work with the program participant to develop a "work plan." The work plan will outline the TA needed by the program participant and give a timeline for scheduling the services. The work plan will contain expected outcomes from the TA, explain how those outcomes will address the capacity issues identified in the evaluation and provide an estimated cost. The work plan will clearly state the expectations for the program participant and the Grantee. All parties will sign the work plan. Copies of the work plan will be provided to all parties and included in the program participant file.

Eligible program participants will be provided detailed information on the TA provided with this program. TA services will be tracked and documented in the program participant file. The Program Operator will remain in contact with the program participant throughout the process.

5.3 TECHNICAL ASSISTANCE VIA CLASSES

Business development classes will be offered on a regular basis, when sufficient demand for the classes is present. "Mixed TA classes" (eligible CDBG participants and non-eligible CDBG participants) may be offered by the Program Operator, with prior approval in writing from the Grantee. When mixed TA classes are offered, the Grantee has received prior written approval from the Department to ensure compliance with federal regulations. Some examples of topics for the classes may include: 1) business plan development or updating; 2) market analysis and marketing plan development; 3) managing employees and payroll services; 4) choosing a legal structure for a business; 4) financial management tools and cash flow projections; 5) controlling inventory and operating expenses; 6) collection of accounts payable; 7) use of the internet and other electronic resources for sales and efficiency; 8) access to capital for growing the business. Other classes may be offered based on the needs of the program participants.

5.4 BUSINESS DEVELOPMENT VIA "ONE-ON-ONE" COUNSELING

Business development "one on one" TA will be provided as needed, typically after program participant has attended necessary microenterprise TA classes in Section 5.5.

One on one TA will be scheduled with Program Participants a month at a time beginning at the start of each month. The one on one TA will cover similar topics to what is offered in the classes, but this TA will be much more detailed and specific to the Program Participant. The one on one TA may be conducted in person or via video conference call. The one on one TA may be conducted at the location of the program participant or at the Program Operator's office. Notes on the TA provided at these sessions, along with time and training materials used, will be documented by the Program Operator in the program participant file.

5.5 BUSINESS DEVELOPMENT VIA “PEER TO PEER” COUNSELING

The Grantee may choose to allow the Program Operator to organize Peer to Peer TA if a sufficient number of program participants with similar types of businesses are enrolled in the TA Program. Peer to Peer TA will be provided in a formal meeting format. The Peer to Peer meetings will be facilitated by the Program Operator. Topics for discussion at the meetings will be provided by the members of the group which may include small group exercises and projects to facilitate participants working together to identify and find solutions to common problems experienced in their respective fields.

The date and time for each meeting should be documented with sign-in sheets. Discussion notes, activities conducted and outcomes at the meetings should be documented in program participant files.

5.6 BUSINESS DEVELOPMENT VIA ONLINE COMPUTER TRAINING

Program participants may obtain approval from the Program Operator to complete business development classes online. The topics for the online classes being requested must be in support of the capacity evaluation objectives. A list of eligible online training classes will be provided by the Program Operator. Any online training or class not on the approved list must be reviewed and approved in writing by the Grantee.

Online classes may be taken remotely or in the Program Operator's office. Classes will be paid for directly by the Program Operator to the third party vendor. Documentation of completion of the online class is required and will be filed in the program participant file.

5.7 COMPLETION OF CAPACITY DEVELOPMENT WORK PLAN

Program participants commit to completion of TA services as outlined in the capacity building evaluation and plan document. The Program Operator will commit to providing the TA in the capacity building evaluation and plan. The program participant, Program Operator and Grantee understand that the CDBG microenterprise TA services are a limited public resource. Therefore, if a program participant does not consistently complete their business development classes, one on one TA counseling sessions, peer to peer meetings or complete online classes, they may be disqualified from receiving any further CDBG microenterprise TA. Disqualification will be in writing and fully documented in the program participant file.

6.0 PROGRAM OVERSIGHT BY GRANTEE

6.1 OVERSIGHT OF PROGRAM OPERATOR

Grantee staff will serve as the primary contact with the Department. The Grantee will be responsible for securing services of a qualified Program Operator for implementation of this TA Services Program prior to starting any activities under these guidelines. The scope of work for the Program Operator will include all

administration and documentation required for TA services in these guidelines and for CDBG compliance.

6.2 TRACKING TA SERVICES OF PARTICIPANTS

The Grantee's staff oversee and monitor all work conducted by the Program Operator. Monthly or quarterly meetings will be conducted to review the program status: 1) marketing efforts; 2) applications received; 3) eligible program participants being served; 4) successful program participant stories; 5) demand for different services and need for more resources or partners; 6) review of program tracking forms, **See Attachment C**; 7) review of Department reports and funds request for reimbursement of TA Services; and 8) preparation for Department monitoring of grant contract and TA Services. As per the [future] executed agreement between the Grantee and the Program Operator, all required reports under open grant contracts or PI will be reviewed and approved by the Grantee staff prior to Grantee's signature.

ATTACHMENT A
GRANTEE'S EXECUTED RESOLUTION ADOPTING
MICROENTERPRISE PROGRAM GUIDELINES

[To be included upon adoption]

ATTACHMENT B
CDBG MICROENTERPRISE TECHNICAL ASSISTANCE
SERVICES PROGRAM APPLICATION

[This attachment will be included once developed with the selected Microenterprise Technical Assistance services Program Operator (after the Program Operator has been procured).]

ATTACHMENT C APPLICANT AND PROGRAM PARTICIPANT TRACKING FORMS FOR TECHNICAL ASSISTANCE

[This attachment will be included once developed with the selected Microenterprise Technical Assistance services Program Operator (after the Program Operator has been procured).]

ATTACHMENT D
DEPARTMENT'S MICROENTERPRISE INCOME
SELF-CERTIFICATION FORM

Microenterprise Program SELF-CERTIFICATION of Income for

☐ City of / ☐ Town of / ☐ County of _____ CDBG Funded Activity

Program Activity: ☐ Technical Assistance ☐ Support Services

Page 1 to be filled out by Participant

Part I: Confidential Participant / Beneficiary HUD Demographic Data

(This section is voluntary.)

Ethnicity (Select One)		☐ Not Hispanic	☐ Hispanic
Race (Select One)			
☐ White	☐ Am. Indian/Alaskan Nat. & White		
☐ Black/African American	☐ Asian & White		
☐ Asian	☐ Black/African American & White		
☐ American Indian/Alaskan Native	☐ Am. Indian/Alaskan & Black/African		
☐ Nat. Hawaiian/Other Pacific Isl.	☐ Other Multi-Racial		
Other Demographic Data (Select each that Applies)			
☐ Female Head of Household	☐ Single / Non Elderly		
☐ Participant Disable	☐ Related/Single Parent		
☐ Veteran	☐ Related/Two Parent		
☐ Elderly	☐ Other (_____)		

Part II: Confidential Participant / Beneficiary Income Certification

(Must be completed and signed before microenterprise services are provided.)

1) Number of Employees & Owners:

The total number of employee(s) is: _____. The total number of Owner(s) is: _____. Combined Employee(s) and Owner(s) = _____.

2) Number of Family Members & Gross Income:

My total family size consists of _____ members, and the total gross annual income* for all adult members is \$ _____.

*Gross annual income must include all sources of income (wages, child support, SSI, unemployment, pension, income from assets, etc., but does not include the income of live-in aids, per 24 CFR 5.403).

I certify that the information given on this form is true and accurate to the best of my knowledge. I am aware that there are penalties for willfully and knowingly giving false information on an application for Federal or State funds, which may include immediate repayment of all Federal or State funds received and/or prosecution under the law. I understand that the information on this form is subject to verification by state and federal personnel as part of compliance monitoring.

Participant / Beneficiary Signature: _____ Date: _____

Participant / Beneficiary Name (print): _____

Participant Physical Home Address: _____, City _____

Microenterprise Program SELF-CERTIFICATION Verification by

☐ City of / ☐ Town of / ☐ County of _____ CDBG Funded Activity

Page 2 to be filled out by Program Operator

Microenterprise Program Information:

Name of Microenterprise Program Operator: _____

Source of CDBG funding: ☐ Grant #: _____ - Or - ☐ PI Waiver Fiscal Year: _____

Microenterprise Business Size (# of Employees & Owners) Verification:

Business has: ☐ No employees, as the Participant does not have an operating business
☐ Five or fewer employee positions with owners
☐ More than five employee positions with owners **NOT ELIGIBLE for CDBG ASSISTANCE**

Microenterprise Participant/Beneficiary Income and Location Verification:

Effective Date of the Income Limit Chart being used: _____

Family is: ☐ 30% or less (Extremely Low Income)
☐ 31%-50% (Low Income)
☐ 51%- 80% (Moderate Income)
☐ Over 80% of median income: **NOT ELIGIBLE for CDBG ASSISTANCE**

Program Operator must:

- 1) Print the current HCD Income limits from the HCD website (NOT HUD's); and
- 2) Circle the applicable family size and annual income on HCD limit printout and place in participant file.
- 3) Must complete confidential demographic data, if participant/beneficiary leaves blank.

Participant / Beneficiary Name: _____

Participant / Beneficiary Physical Home Address: _____ ☐ In Jurisdiction Limits

Business Physical Address: _____ ☐ In Jurisdiction Limits

NOTE: Physical location of business must be in Jurisdiction. If no business, then Participants / Beneficiary must live in Jurisdiction.

Program Operator Certification: *I certify that Participant / Beneficiary demographic data provided is true and correct, to the best of my knowledge. I certify that, using the current HCD annual income publication compared to stated family size and gross income, resulted in the income level indicated above. I certify that the information regarding microenterprise business size is correctly indicated above. I certify that the residency of the Participant / Beneficiary and business address is true and correct per the requirements of 24 CFR 570.486(b) and/or (c) as applicable.*

Note: This completed certification whether Participant / Beneficiary receives microenterprise TA or Support Services or not, must be maintained in the Confidential Program file for review at time of monitoring.

Program Operator Name (printed)

Job Title

Signature: _____

Date: _____

Eligibility is valid until (three years after certification signed) Date: _____

RESOLUTION NO. 2017-

RESOLUTION OF THE CITY OF UKIAH COUNCIL ADOPTING PROGRAM GUIDELINES FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) MICROENTERPRISE TECHNICAL ASSISTANCE SERVICES PROGRAM

WHEREAS, a Public hearing was held pursuant to federal Citizen Participation requirements before the City Council on June 21, 2017 to receive public comment regarding adoption of the City of Ukiah's Microenterprise Technical Assistance Services Program Guidelines; and

WHEREAS, the City of Ukiah has been awarded a 2016 Community Development Block Grant (CDBG) from the State Department of Housing and Community Development (HCD) to operate a Microenterprise Assistance Program, including Technical Assistance Services; and

WHEREAS, HCD requires that in order to operate a CDBG Microenterprise Technical Assistance Services Program, jurisdictions must adopt Program Guidelines to govern program operation and to ensure compliance with CDBG State and Federal requirements; and

WHEREAS, HCD has provided a template for the Program Guidelines, and the template has been revised only for local program details while retaining language reflecting State and Federal requirements.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City Council of the City of Ukiah does hereby adopt Program Guidelines for the Community Development Block Grant (CDBG) Microenterprise Technical Assistance Services Program.

PASSED AND ADOPTED this twenty-first day of June, 2017, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jim O. Brown, Mayor

ATTEST:

Kristine Lawler, City Clerk



Guidelines For Business Assistance Loan Program

Operated By

City of Ukiah

With

Community Development Block Grant
(CDBG) Funding

Adopted: __/__/__

Department Updated: June 2015

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List of Attachments with Support Documents

ATTACHMENT A: Draft Lender Loan Approval Memo

ATTACHMENT B: Draft Lender CDBG Business Assistance Loan Agreement

ATTACHMENT C: Lender Required Documents:

- 1) Jobs Tracking Form
- 2) Self Certification of Income Form
- 3) Loan Disbursement Schedule
- 4) Certification of No Conflict of Interest
- 5) Certification of No Job Pirating
- 6) Certification of Federal Regulatory Compliance.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) BUSINESS ASSISTANCE (BA) LOAN PROGRAM GUIDELINES

1.0 INTRODUCTION

The City of Ukiah here after call "Lender" has established a Business Assistance Loan Program, here after called "the Program". The Program is designed to use public tax payer dollars to stimulate economic growth and improve living conditions of low / moderate income residents in Lender's community. The Program provides low cost loans to eligible for profit businesses. In return, businesses are required to provide documentation of public benefit (normally creating new job positions) and meeting a national objective (normally filling most of the new job positions with persons qualified as low -moderate income and living in the jurisdiction). These Program guidelines describe policies and procedures required for award of loan funds to eligible borrowers. The guidelines have been adopted via resolution by the Lender and approved by the California Department of Housing and Community Development, here after called "Department".

2.0 BUSINESS ASSISTANCE PROGRAM OVERVIEW

2.1 LOAN ADMINISTRATOR

The Lender will secure the services of a qualified loan administrator, here after called "the Administrator". The Administrator will be charged with processing and underwriting business assistance loans and documenting compliance with CDBG regulations and these Program guidelines.

The contact information for Lender's oversight staff is below. Lender oversight staff oversees the work of the Loan Administrator.

Name: Shannon Riley or Craig Schlatter
Agency: City of Ukiah
Address: 300 Seminary Ave.
Phone Number: (707) 467-5718
E: Mail Address: sriley@cityofukiah.com

2.2 PROGRAM SERVICE AREA

Financing under this Program is available to all eligible businesses physically located within the jurisdictional limits of the Lender. These funds may not be used in jurisdictions that receive CDBG funds from the federal Department of Housing and Urban Development (HUD) entitlement program. This Program is subject to CDBG service area requirement of substantially benefiting residents in the service area.

2.3 SOURCE OF PROGRAM FUNDS

The Program is capitalized with CDBG federal funds provided by HUD to the Department, who in turn provides the CDBG funds to the Lender. As such, CDBG funds are federal money administered by the Department so both federal and state laws and regulatory requirements must be followed.

CDBG funds come to the Lender from two sources: 1) active grant contract agreement between the Department and Lender originating from annual competitive application process; 2) CDBG program income administered under PI reuse agreement between Department and Lender.

3.0 CDBG PROGRAM REQUIREMENTS

3.1 ELIGIBLE LOAN APPLICANTS

CDBG funds under this Program can only be expended on the eligible activity authorized under Title I of the Housing and Community Development Act of 1974 (hereafter called "Act"), section 105(a)(17): special economic development, providing direct financial assistance to private for-profit businesses.

An eligible applicant is:

- an existing business legally operating, with any required local business license, insurance, permits per local, state and federal requirements;
- an applicant with a non-operating start-up business may not have all required licenses or insurance, so these items will be made a condition of loan closing;
- a person or persons wishing to buy an existing business;
- a business leasing tenant space or owner occupied business in the service area.

The loan applicant must provide documentation that the proposed project will meet CDBG eligibility criteria of national objective and public benefit per Sections 3.4 and 3.5. The loan applicant must provide documentation of meeting standard commercial underwriting criteria outlined in Section 6 of these guidelines as well as HUD CDBG mandated six underwriting standards described in Section 3.6. An eligible loan applicant must document compliance with all CDBG regulations listed in Section 3.7.

Specific ineligible loan applicants include:

- a business with an existing CDBG BA loan that has not been closed-out with the Department;
- a business operating a private "exclusive" recreational facility;
- non-profit businesses are not eligible under this program;
- a businesses or person(s) with unresolved state / federal tax liens;
- a business or person in bankruptcy process are not eligible until bankruptcy process is complete.

3.2 ELIGIBLE PROJECT COSTS

CDBG funds are non-discretionary and restricted to certain eligible costs. These eligible costs cover most costs associated with successful BA projects. Specifically, CDBG BA activity eligible costs are:

- operating capital and inventory;
- furniture fixtures and equipment (FF&E), with or without installation costs;
- project site improvements, new construction or rehabilitation of leased space or owned building;
- engineering and architectural plans and required permits or fees;
- purchase of manufacturing equipment (with or without installation costs);
- refinancing of existing business debt when done in conjunction with restructuring

- of other existing private financing debt(s);
- purchase of real property, when it provides positive cash flow for new jobs;
- relocation grants for persons displaced due to funding of the project;
- purchase of an existing business, including documented value of good will.

These eligible costs must be connected to the business's ability to meet an eligible CDBG national objective per section 3.4 of these guidelines. Lender will only use CDBG loan funds to reimburse borrower for actual eligible / approved project costs.

3.3 INELIGIBLE PROJECT COSTS

CDBG funds are non-discretionary, limited to certain eligible costs described in Section 3.2 above and there are also a number of ineligible costs. Some ineligible costs are:

- costs incurred prior to submittal of BA loan application and environmental review completion;
- costs associated with residential housing development, i.e. on mixed use project;
- costs associated with supporting "other" businesses the applicant owns;
- costs on a funded project NOT meeting a national objective;
- personal expenses such as cars, home repairs, not directly associated with the business;
- costs of paying off credit cards (personal or business);
- costs of paying off any personal debt not directly associated with business;
- providing CDBG loan as a revolving line of credit (LOC) is not eligible;
- cash payments of any kind made directly to the assisted business owner(s) (wages or draws) from loan proceeds
- costs associated with a funded project when the owner(s) or business is found to be on federal debarred list
- public infrastructure in support of the business
- research and development costs for future production (speculative)

Once approved, loan funds cannot be shifted from one approved type of cost to another without formal written approval of Lender. If there is a substantial change in the project scope of work or underwriting, then the loan must be re-evaluated and re-approved by Lender, per state and federal regulations, prior to loan closing or disbursement of CDBG funds.

3.4 MEETING NATIONAL OBJECTIVE STANDARDS

All eligible activities funded under this program must meet a CDBG "National Objective" as described in the Act, Section 104(b)(3) and federal regulations 24 CFR Part 570.483. Detail on documenting the meeting of national objective standard for a project is contained in Department's guidance on BA Activity Chapter Website. Projects not documented as meeting a national objective are an ineligible activity. Below is a general description of documenting how a BA project meets the national objective of benefit to low - moderate income (LMI) persons. The Lender will use Department specific guidance for ensuring each eligible project funded is documented as meeting a national objective.

BA projects normally meet a national objective standard when they create jobs and provide over half; at least fifty one percent (51%), of the new job positions to LMI

qualified persons. BA projects proposing to provide most of newly created jobs to LMI persons must agree to allow the Lender, or their designated representative, to meet with each job applicant prior to hiring and complete a Department Self Certification of Income Form, see **Attachment C-2**. After all new hires are made, payrolls must be collected by the Lender and compared to the job applicant Income Certification forms to prove over half of all newly created job positions were provided to low-moderate income persons. This will prove the project's job creation met the national objective of principally benefiting LMI persons and allow the Lender to close out the project with the Department and HUD. All documentation of national objective for jobs falls under Section 4.5 on confidentiality.

Some BA projects may require CDBG funding to retain jobs. In this case CDBG loan funds will assist in keeping the business from closing or to avoid terminating some staff. This type of project must document that, at the time of application, over half of existing employee positions to be eliminated are held by LMI persons. As such, the business must agree to allow the Lender or their designated representative to interview existing employees and help them complete the Department's Self Certification of Income Form. The business must also provide financial documentation that, if not for CDBG funding, the job positions will be lost and staff laid off. The business must also document that with the investment of CDBG funds, the business will continue operations and jobs can be retained. If approved and funded, the business employees must have Self-Certification of Income completed again, prior to Lender closing out the project. By verifying that, at the time of loan application and after loan disbursements, over half of the retained positions were LMI, then the project will have LMI national objective met and it can be closed out with the Department and HUD. All documentation of national objective for jobs falls under Section 4.5 on confidentiality.

A few BA projects may meet the LMI national objective by documenting that the BA loan applicant provides goods or services to the local community, and the business service area is primarily within the Lender's jurisdiction, and the service area is primarily residential, and the area is primarily occupied by low – moderate income persons. Thus the BA loan applicant must provide documentation of the business' service area. The Lender will use zoning maps to document the service area as primarily residential and located within the Program service area. The Lender will confirm the LMI status of the BA loan applicant's service area from American Communities Survey data, in accordance with HUD low - moderate area (LMA) benefit standard. Lender will require business to provide documentation of the goods or services they provide and justify the need for CDBG funds as part of providing goods and services. This documentation must be provided prior to loan approval. After expenditure of CDBG loan funds and documentation that the business continues to provide goods and services, then the project can be closed out with the Department and HUD. LMA national objective standard guidance is provided on Department's BA Activity Chapter webpage.

3.5 MEETING PUBLIC BENEFIT STANDARDS

All eligible project activities funded under this program must meet a minimum CDBG "Public Benefit Standard" as described in the Act, section 104(b)(17) and federal regulations; 24 CFR Part 570.483(f)(g). Public Benefit is provided by the BA loan recipient in return for use of subsidized federal funds, and provides a funding limit or

“cap”. Meeting Public Benefit Standard is very different than meeting National Objective Standard and should not be confused. Lender will use detailed guidance on meeting Public Benefit Standards provided on Department’s BA Activity Chapter webpage.

For BA projects meeting national objective via jobs provided to LMI persons, the Public Benefit standard is jobs, and the maximum CDBG loan funding available is limited to \$35,000 per job. The Lender will require BA loan applicants to provide an estimate of public benefit generated by investment of CDBG funds into the project via the Job Tracking Form, see **Attachment C-1**. This proposed level of public benefit will be verified after investment of CDBG funding. The actual level of public benefit (loan funds per job) may be greater than or less than the level proposed at the BA application stage. All public benefit data falls under the confidentiality Section 4.5.

For BA projects meeting LMA national objective, based on benefit (goods or services), the Public Benefit Standard is goods or services to LMI persons. In this case, the maximum CDBG funding available is limited to \$35,000 per LMI person in the business service area. For this public benefit standard, Lender will document compliance at the BA loan application stage prior to loan approval or closing.

CDBG public benefit requirements of the program will be disclosed by the Lender at the start of the application process. Lender will use financial underwriting to identify the need for BA loan subsidies and determine reasonable public benefit that will be generated from the project, i.e. the number of jobs created from proposed project. Projects with small amounts of public benefit may be required to bring in other sources of funding because of CDBG funding limits imposed by this standard.

3.6 MEETING SIX UNDERWRITING STANDARDS

In addition to documenting that the project meets CDBG public benefit standard, the project must also be documented as meeting six HUD underwriting standards, per federal regulation 24 CFR Part 570.483(e). These underwriting standards are required to document a minimum “due diligence” of the Lender and ensure projects are financially sound enough to meet public benefit and national objective standards, i.e. create new or retain existing job positions. The six HUD underwriting standards are general, qualitative and are supported by commercial underwriting standards in Section 6 of these guidelines. See Department BA Activity Chapter webpage for detailed guidance on compliance with each of the six HUD underwriting standards.

The Six Underwriting Standards are:

- project costs are documented as reasonable (typically, third party cost estimates);
- all sources of funding for the project are documented with final commitments;
- to the extent practicable, CDBG funds are not substituted for private (non-federal) funds;
- documentation that project is financially feasible (based on cash flow projections to support jobs and debt service, etc.);
- to the extent practicable, the return of the owner’s equity investment is not unreasonable (based on level of equity and proposed CDBG loan terms);

- to the extent practicable, CDBG funds are disbursed on a pro-rata basis with other financing provided for the project.

3.7 MEETING OTHER FEDERAL REGULATORY REQUIREMENTS

Since these CDBG BA loans are from a federal funding source, there are a number of federal laws and requirements which are triggered by their use. The Lender and Administrator will require BA loan applicants to provide project information which allows them to make a determination of required project compliance. BA applicants are required to sign loan disclosures and work with Lender to ensure each project is in compliance with any of the triggered, applicable regulations listed below.

National Environmental Policy Act (NEPA): Every project funded under the Program must be reviewed under HUD NEPA regulations 24 CFR Part 58 and the Lender must sign and certify an Environmental Review Record (ERR) for each project prior to approval or disbursement of loan funds. The Lender is required to sign and certify the correct NEPA EER, per current Environmental Review Requirements *Chapter of Department's Grant Management Manual (GMM)*, along with any state review under California's Environmental Quality Act (CEQA).

The ERR level of review is based on the project's "aggregated" scope of work, which includes all proposed project funding. Any construction or equipment installation proposed will require more review work on the ERR. The ERR will be done early in application process, as soon as the project is deemed eligible and scope of work is finalized. No costs will be charged to the Borrower for this process.

Prevailing Wage Compliance: If a project proposes to use CDBG funds to pay costs for any construction, then federal and state labor standards compliance must be documented. Davis-Bacon Act (40 USC 276a - 276a-5) and related laws are "triggered" when any CDBG funding is used to pay for any project construction costs. Lender will follow *Department guidance in current Labor Standards Chapter of the GMM* for prevailing wage compliance on funded projects.

Additional labor costs will be added to projects proposing to use CDBG to pay for new construction, rehabilitation, or equipment installation. The Administrator and Lender will work with loan applicants to ensure project compliance. The additional time and work required by prevailing wage regulations will be disclosed to the borrower as soon as possible. Any additional costs resulting from this regulation will be incorporated into the CDBG loan approval.

Acquisition and Relocation Laws: All BA applicants proposing to use CDBG funds for purchase of real property must comply with 49 CFR Part 24 Acquisition laws. Lender will provide required Seller Disclosure for execution as part of meeting this requirement.

All BA applicants proposing projects which trigger relocation compliance, i.e. result in displacement of persons per Uniform Relocation Act (URA), must work with Lender to ensure compliance with this law. Additional costs associated with relocation compliance will be disclosed to the applicant prior to CDBG loan approval and included in project loan approval.

Required Prohibition of Job Pirating Certification: All BA applicants must sign a Certification of No Job Pirating. Job pirating is prohibited per CDBG federal regulation 24CFR 570.482 (h). Job pirating is defined as using CDBG public funds to facilitate the moving of a business and associated jobs from one jurisdiction to another (business attraction). As such, CDBG federal funds cannot be used to attract / subsidize a business to move from one labor market area to another or keep a business from moving out of a labor market by making a retention argument. Lender will require all applicants to sign a non- job pirating certification, **Attachment C-5**. Any questions regarding possible job pirating will be submitted to the Department for final determination.

Conflict of Interest Certification: BA loan applicants will sign a Certification of No Conflict of Interest. In accordance state and federal regulations, no member of the governing body and no official, employee or agent of the local government, nor any other person who exercises policy or decision-making responsibilities (including members of the loan committee and officers, employees, and agents of the loan committee, the administrative agent, contractors and similar agencies) in connection with the planning and implementation of the CDBG BA program shall directly or indirectly be eligible for this program. Lender will require all applicants to sign a non-conflict of interest certification, **Attachment C-4**. Any questions regarding possible federal conflict of interest will be submitted to the Department for final determination. Any questions about state conflict of interest laws will be referred to Lender's legal council for final determination.

Required DUNs number, federal debarred verification and demographic data: All BA program applicants must obtain a DUN's number, if they do not already have one. The DUN's number is free and can be obtained on line. In addition, prior to loan approval, the Lender will document that the business being assisted and all owners and affiliated businesses are verified as NOT on the federal debarred contractors list. HUD also requires that the Department and the Lender collect certain income and demographic data from the business and any beneficiaries of CDBG funds.

Required Benefit to Citizens of the Jurisdiction: Applicant must work with Lender to documentation substantial benefit to residents in the Program service area is obtained. This requirement does not apply to job retention. For projects proposing to document providing goods or services, the service area of the business must be within the jurisdictional limits.

4.0 LOAN PROCESSING AND APPROVAL

4.1 FAIR LENDING COMPLIANCE

The Program will be implemented in ways consistent with the Lender's commitment to fair lending laws. No person or business shall be excluded from participation in, denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with Program funds on the basis of his or her religion or religious affiliation, age, race, color, ancestry, national origin, sex, marital status, familial status (number or ages of children), physical or mental disability, sexual orientation, or other

arbitrary cause. All personal information of loan applicants will be kept confidential, per Section 4.4.

4.2 LOAN APPLICATION PROCESS

Loan applications will be processed on a first come first served basis. The Administrator and/or Lender will accept loan applications and review them for initial eligibility per Section 6.1. Applicants that do not meet basic CDBG requirements of the program will be sent a letter of explanation. All BA applications received will be kept on file to document fair lending standards. Applications that meet basic eligibility requirements may be contacted for a site visit and collection of additional information.

Loan files will be set up as applications are received and compliance information gathered. The business will be required to provide accurate financials for past, current and future projection of the business operations. All owners will have credit checks conducted as part of loan underwriting per Section 6.0. The Administrator may provide sample financial Excel forms (balance / cash flow sheets, profit and loss, personal financial statements, and proforma) but in no instance will the Administrator's or Lender's staff generate financial numbers for an applicant. The applicant may be referred to local business support organizations to assist applicants in producing proper financial statements, develop a business plan, conduct market study or develop industry accounting practices.

Loan applicants are responsible for providing accurate and timely information to the Administrator as part of the loan process. This may include:

- disclose all business owners with twenty percent or more ownership;
- disclose all other businesses the owners have an ownership interest of twenty percent (20%) or more;
- provide current personal financial statements for each owner;
- disclose sources of collateral and security;
- provide business historic financial information, including year to date;
- disclose sources of cash for any equity investment proposed;
- provide third party documentation of eligible project costs;
- provide market study or document basis of future sales projections;
- provide management capacity documentation for ability to execute;
- provide necessary information to clear federal overlays in Section 3.7.

If the loan applicant does not provide required information and documentation to the Administrator in a timely fashion, then there will be delays in the loan approval process.

Once the Administrator has compiled a complete loan file with all the credit, financial, and underwriting information needed to show loan is eligible under these guidelines, then a loan approval memo will be drafted. The memo will be submitted to Lender for their approval. Once approved, the Administrator and Lender will submit project set up report to Department and craft loan documents for signing at closing with the Borrower.

4.3 PROGRAM LOAN APPROVAL PROCESS

The Lender's Loan Review Committee) shall be made up of an odd number of persons. The Lender's staff will ask committee members to volunteer for this board. Committee

members can be from local financial institutions, the Lender, or other interested parties who have the professional capacity to review and evaluate commercial loans. See **Attachment A** for Lender loan approval memo format.

Loan approval meetings will be scheduled by Lender staff in conjunction with Administrator staff once a loan has been underwritten and is ready for review and approval. Lender staff will be responsible for reviewing each loan application funding proposal and recommending approval or rejection for the loan. Committee members may request additional information and or attach contingencies on closing or funding of the loan. If the loan is approved, then the project can move forward with loan closing.

If Lender approval is not obtained, then the BA loan applicant can take dispute resolution actions, per Section 4.5 of these guidelines.

4.4 LOAN APPLICANT CONFIDENTIALITY

Administrator or Lender or any persons involved in the loan process for this Program will not disclose any of applicant's business or personal confidential information as part of loan review and approval process. All confidential information of businesses will only be disclosed to persons required to view the information as part of loan review and approval. All personal and business confidential information of loan applicants will be kept in a locked secured storage facility and are not available to persons outside of the program. If the Lender or Administrator or Department receives a formal public records request for a loan applicant file, then only non-confidential information, as verified by legal counsel, will be provided.

4.5 APPLICANT DISPUTE RESOLUTION/APPEALS PROCEDURE

Any business applying for assistance through this CDBG program has the right to appeal, if their application is denied. The appeal must be made in writing to the Administrator and the Lender. The Lender will schedule a meeting for the appeal to be heard. If the application is denied a second time then the person may ask to have their appeal presented to the Lender's governing body for a final decision.

4.6 EXCEPTIONS / SPECIAL CIRCUMSTANCES

Exceptions are defined as any action, which would depart from policy and procedures stated in the guidelines. The Lender or Administrator staff may initiate consideration of an exceptional/special circumstance to the policies in these guidelines as long as it does not violate CDBG federal / state requirements. A written analysis of the exception will be prepared and submitted with loan approval request. This analysis shall contain a narrative, including the staff's recommended course of action and any written or verbal information supplied by the applicant. The loan approval shall be made after review and acceptance of the exceptional/special circumstances request.

4.7 LOAN CLOSING PROCESS

After Lender approval and submittal of BA Loan Certification and Project Set Up Report to Department, the Administrator and Lender will prepare for the loan closing. The Administrator will prepare the loan closing documents; prepare title and lien searches, and UCC-1 filings, if appropriate. Lender legal counsel will review all agreements and documents, as necessary.

Lender and Administrator will schedule the loan closing appointment at Lender's offices. At the closing appointment, the Borrower will sign all the necessary documents and agreements and Lender will ensure CDBG loan documents are properly executed. Lender or Administrator will then ensure liens for loan security are properly recorded and loan funds are disbursed in a timely fashion for borrower reimbursement.

The Lender will request reimbursement of eligible costs from the Department after Borrower has submitted documentation of eligible expenditures and Lender has paid for those costs.

5.0 DESCRIPTION OF LOANS

5.1 DETERMINATION OF LOAN AMOUNT

The Program's minimum loan amount is \$50,000. The maximum loan amount is \$300,000.

Actual loan amounts will be based on the business's need for capital to conduct the proposed project's scope of work and meet public benefit standards. Most often the amount of CDBG funding is limited based on "gap" in project financing or ability of business to support new debt or pay for required jobs from business future cash flow projections or by the amount of collateral that the business can provide as security for the CDBG debt. If there are not sufficient CDBG funds for the project, then the Administrator can assist in finding other project funding.

5.2 DETERMINATION OF LOAN TERM

The BA loan term is tied directly to what project costs CDBG funds and what security is being pledged for the loan. If a business only wants operating capital then the term of the loan is normally five years. If a business wants to pay for equipment and supplies, then the term of the loan can be extended out to 10 years. If the loan is for real property improvements and can be secured on real property, then the terms can be extended out to 20 or 30 years. A loan amortization term can be longer than the loan term, so an equipment loan may have a term of ten years but an amortization term of fifteen years, which will create a lump sum payment at year ten. Administrator will confirm that the proper term is given based on the use of the CDBG funds and loan security / collateral being provided.

5.3 DETERMINATION OF LOAN INTEREST RATE

Loan interest rates will start with three percent (3%). This rate will be increased, if the investment of CDBG funds at the three percent level causes the business to have an excessive profit, return on investment (ROI). See HUD underwriting standards discussion of undue enrichment on Department's BA Activity Chapter webpage for direction on how to set interest rate to comply with this standard. By allowing the interest rate to move and not be fixed, the Lender can best tailor the loans under this program to meet the cash flow needs of different businesses in the community and ensure public benefit and national objective standards are met.

5.4 LOAN PROCESSING FEES

The CDBG program provides administration funds to pay for all loan processing and servicing costs. No direct loan fees will be charged to the borrower. Also, there is no pre-payment penalty on the loans under this Program.

6.0 LOAN UNDERWRITING STANDARDS

6.1 INITIAL LOAN EVALUATION

Each project / business will be evaluated based on the how it has performed in the past and its future financial forecasts. Specifically the following questions will be asked upon receipt of a loan application.

- Is business an eligible applicant, per Section 3.1?
- Are the proposed project costs eligible, per Section 3.2 & 3.3?
- Will project meet a CDBG national objective, per Section 3.4?
- Will business meet public benefit jobs required in Section 3.5?
- Does project appear to meet six HUD underwriting standards, per Section 3.6?
- Are federal overlays triggered that will adversely impact project development?
- Are the business and all owners' credit worthy?
- Does the business and owner pay bills on time, collect on time?
- Does owner have a detailed "business plan"?
- Does owner have documented market demand for projected sales?
- Does owner have management capacity to operate the business?
- Does owner have financial accounting capacity to operate the business?
- Is the owner contributing a reasonable amount of equity?
- Is the owner able to get conventional bank financing, if not, why not?
- Was the business financially viable in the past (net income covers debt)?
- Are there reasonable financial assumptions for future viability/success?
- Is there enough collateral available to secure the proposed loan?
- Is the owner's personal financial status stable?

By collecting enough initial application information to answer the above list of questions, the Administrator will have a good sense of how strong a borrower is, and how successful they will be, if assisted with a CDBG loan. Most of this information is collected on the loan application form and verified verbally at the initial site visit with the owner. By meeting the borrower and asking these questions the Administrator will know what additional information/documentation needs to be collected to provide a clear picture of how CDBG funds can be used to assist the BA loan applicant. These questions demonstrate the need for CDBG funds and business eligibility.

After the initial review, the Administrator/application processor will collect the proper information required for loan underwriting. The required documentation is listed in the CDBG underwriting guidance document provided on Department's BA Activity Chapter webpage. At this same time, Administrator and Lender will begin regulatory compliance documentation, per Section 3.5. The amount of documentation and detailed underwriting is based on size of the loan and type of business (existing or start up) and what LMI national objective is used. Additional documentation may be required for a business with special circumstances.

6.2 PERSONAL AND BUSINESS CREDIT REQUIREMENTS

Each applicant will have third party credit reports obtained showing credit scores and payment history. All owners and their spouses with twenty percent (20%) or more interest in the business will get credit reports reviewed. If a personal credit reporting service provides low credit scores or shows poor credit history, applicants must provide a written explanation and justification for allowing the loan to go forward.

The primary applicant business and all associated businesses of the owners (20% or more ownership) will have a Dunn and Bradstreet report reviewed as well, if it is available. If it is not available, then the Administrator will call vendors or suppliers of the business to inquire as to the business payment history. This same narrative process will be used for the business credit reports to demonstrate the good standing or poor standing of the business being evaluated, when no third party business credit report is available.

6.3 PERSONAL AND BUSINESS FINANCIAL INFORMATION

Personal financial statements will be required for each person who owns 20% or more of the business. Financial statements need to show all assets and liabilities of the person. In addition to these statements, federal tax return statements for owners and the business for the past three years are needed to give a historic perspective of income.

For the business fiscal year, historic financial statements will be required. These will consist of past three year's balance sheets and cash flow statements, generated from past tax returns and quarterly year to date statements. These statements should be put together by the person responsible for doing the bookkeeping and finance management for the business. Past tax returns will be provided to document the statements provided. Based on these statements the Lender / Administrator can develop ratios for debt service and payment history, etc.

The business will also need to provide future projected financials. These will consist of pro formas showing projected revenue and costs for the business on a monthly basis for each fiscal year for a minimum of three years from application date. Start-ups may need to provide up to five years of projection statements to show "break even" point of business. Two sets of pro formas need to be completed: one showing the business projections with CDBG financing; and a second set showing the business with conventional financing. This will provide evidence of the benefit / increased profit the business is receiving by using the more affordable CDBG loan. These pro formas must also show the increased costs to the business from adding the new job positions and the CDBG debt service.

A project sources and uses form must be provided to show all funding required for completing all project activities. This form will show the owner's equity as well as private bank financing and any other investments from other sources. The sources and uses give a clear idea of what costs the CDBG loan will cover and its information must be reflected in the pro formas as described above.

Using the information in these financial statements, along with any back up documentation required, will allow the Administrator to do the project's underwriting analysis. This analysis will include both the conventional lending underwriting and HUD required underwriting. This analysis will be provided to the LAB for use in loan approval.

6.4 COLLATERAL REQUIREMENTS

All loans under this program will be collateralized using normal commercial lending standards. Collateral coverage will be assessed based on assets available as security and the level at which they are already liened. CDBG funding is typically in a subordinate position to banks and other lenders.

It is the goal of the Program to get the best lien position possible to ensure loan repayments. Types of collateral may include:

- Secured liens on real property,
- UCC liens on machinery, equipment, or other fixtures,
- Lease assignments, as appropriate,
- Personal and corporate guarantees, as appropriate, and
- Life insurance assignment and other collateral, as appropriate.

Appraisal of assets may be required as part of determining how to obtain the best lien positions for the CDBG loan. Combined loan to value ratio on collateral for the typical CDBG loan should not exceed ninety percent (90%). Equipment and inventory secured should be properly discounted to reflect actual resale value when doing loan to value calculations.

6.5 BUSINESS EXPERIENCE AND MANAGEMENT CAPACITY

The BA loan applicant will provide resumes and management histories to show the experience of business owners and their management staff in successful operation of the existing business or something comparable. Existing businesses proposing to use CDBG BA funds to create jobs, must have at least an updated business plan if not a new plan.

For BA loan applicants proposing to use CDBG funds for a non-operational start-up businesses or for applicants that wish to use CDBG funds to purchase an existing business or for applicants that wish to use CDBG funds for job retention (to keep the business from closing) a comprehensive business plan will be required. The comprehensive business plan will include a detailed analysis of what management capacity is need for the business to be successful and identify resources that the business will utilize to meet the identified capacity needs.

7.0 LOAN SERVICING

7.1 LOAN SERVICING RESPONSIBILITIES

Borrower will be provided loan servicing information from the Lender. The Lender will retain all original project files within locked storage. Original legal documents will be kept in locked fire proof filing system for future loan servicing. Lender will provide annual income tax interest statements to the borrower for their tax purposes.

All loan payment will be make directly to the Lender and deposited into current CDBG PI accounts. If payments are collected by a third party, all gross collected CDBG BA loan payments will be provided to the Lender on a monthly basis for deposit into the proper CDBG program income account.

The borrower may be required to provide the Lender with periodic financial statements of the business and proof of insurance annually. Upon reviewing the borrower's financial statements, the Lender may require the business to take actions that improve the business cash flows. Borrower may be required to meet with business development staff to assist in stabilizing or building capacity.

Borrower must disclose any sale of equipment or assets that are used as loan security by the Lender. The borrower may submit a written request to the Lender to change the CDBG loan terms, if the business is not able to fully service CDBG debt repayments or if they wish to pre-pay the loan by making one or more larger payments.

7.2 LOAN SERVICING POLICIES

The Lender will adopt a set of loan servicing policies that outline how the loan servicing agent will proceed if payments are late or no payments are received. The policies also outline how loan files will be set up and protected. A copy of these adopted loan servicing polices will be provided to each BA loan recipient at loan closing.

8.0 PROGRAM OVERSIGHT BY LENDER

8.1 OVERSIGHT OF LOAN ADMINISTRATOR

The Lender is ultimately the responsible entity for the CDBG BA loan program. Lender will oversee the Administrator and communicate with the loan applicants and borrowers as needed to explain CDBG compliance.

The Administrator is responsible to the Lender and loan applicants to assure that the Program is implemented in compliance with these program guidelines, and state and federal regulations. In addition, Administrator staff will ensure loan applicant projects are underwritten in a timely and responsible manner. This includes working closely with BA loan applicants to ensure they provide accurate financial statements through documenting BA project compliance for project close-out with Department and HUD. Administrator will review all loan documents with borrowers prior to loan closing.

ATTACHMENT A

DRAFT LENDER LOAN APPROVAL MEMO



Date:

Name:

Address:

RE: Loan Approval

Dear _____,

I am pleased to inform you that your loan request from the City of Ukiah CDBG Business Assistance Loan Program has been approved, subject to the following conditions:

1. Loan amount: \$ _____
2. Loan term: _____ years. No pre-payment penalty will apply.
3. Interest rate: _____ (____%)
4. Loan will be used for the purpose of the following (brief description):

5. Personal Guaranty to be signed by _____.
6. Loan secured with following form(s) of collateral (list): _____
7. UCC statements to be signed against all equipment, inventory, and receivables, and to be filed with the State of California and the Mendocino County Recorder's Office.
8. First Deed of Trust secured on owners of real property located at the following address (if required for collateral): _____.
9. Submit evidence of Hazard and Liability Insurance prior to release of funds.
10. Borrower to submit quarterly and annual financial statements to the Ukiah Business Assistance Loan Program for life of loan (upon request).
11. Other loan conditions, as agreed to.

12. Borrower agrees to create at least ____ full-time equivalent (FTE) positions in the Low-Moderate Income Group (LMI) and to submit documentation verifying job creation.

Please deliver an acknowledged copy of this letter to the City of Ukiah City Manager's office. Upon receipt of the acknowledged copy of this letter, a loan closing appointment will be scheduled.

We look forward to working with you on this project.

Regards,

City of Ukiah staff

ACKNOWLEDGEMENT:

Name of Business Owner, Name of Business or Project

Signature, Date

ATTACHMENT B
DRAFT LENDER CDBG BUSINESS ASSISTANCE
LOAN AGREEMENT

Please note: the loan agreement below is a draft and is included only as a guide. Once procurement of a Loan Administrator is completed, the loan agreement will be updated accordingly. The final agreement will be inserted as Attachment B.

BUSINESS LOAN AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
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References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Any item above containing "****" has been omitted due to text length limitations.

Borrower:

Lender:

THIS BUSINESS LOAN AGREEMENT dated _____, is made and executed between _____ ("Borrower") and CITY OF UKIAH ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Agreement shall be effective as of _____, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements granting to Lender security interests in the Collateral; (3) financing statements and all other documents perfecting Lender's Security Interests; (4) evidence of insurance as required below; (5) guaranties; (6) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

Borrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

Organization. Borrower is a corporation for profit which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of California. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains its principal office at _____. Unless Borrower has designated otherwise in writing, this is the principal office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business:
None.

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's articles of incorporation or organization, or bylaws, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Financial Information. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

Financial Statements. Furnish Lender with the following:

Annual Statements. As soon as available, but in no event later than one-hundred-twenty (120) days after the end of each fiscal year, Borrower's balance sheet and income statement for the year ended, prepared by Borrower.

Interim Statements. As soon as available, but in no event later than one-hundred-twenty (120) days after the end of each fiscal year, Borrower's balance sheet and profit and loss statement for the period ended, prepared by Borrower.

Tax Returns. As soon as available, but in no event later than one-hundred-twenty (120) days after the applicable filing date for the tax reporting period ended, Borrower's Federal and other governmental tax returns, prepared by a tax professional satisfactory to Lender.

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Borrower as being true and correct.

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

Additional Requirements. _____.

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy;

(4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

Guaranties. Prior to disbursement of any Loan proceeds, furnish executed guaranties of the Loans in favor of Lender, executed by the guarantor named below, on Lender's forms, and in the amount and under the conditions set forth in those guaranties.

Name of Guarantor

Amount

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will

(A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Indebtedness and Liens. (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, including capital leases, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts, except to Lender.

Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change its name, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) pay any dividends on Borrower's stock (other than dividends payable in its stock), provided, however that notwithstanding the foregoing, but only so long as no Event of Default has occurred and is continuing or would result from the payment of dividends, if Borrower is a "Subchapter S Corporation" (as defined in the Internal Revenue Code of 1986, as amended), Borrower may pay cash dividends on its stock to its shareholders from time to time in amounts necessary to enable the shareholders to pay income taxes and make estimated income tax payments to satisfy their liabilities under federal and state law which arise solely from their status as Shareholders of a Subchapter S Corporation because of their ownership of shares of Borrower's stock, or purchase or retire any of Borrower's outstanding shares or alter or amend Borrower's capital structure.

Loans, Acquisitions and Guaranties. (1) Loan, invest in or advance money or assets to any other person, enterprise or entity, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation as surety or guarantor other than in the ordinary course of business.

Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor or any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Change in Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

Insecurity. Lender in good faith believes itself insecure.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will

terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

SITE VISIT. Lender or Lender's Agent will perform site inspections annually or as scheduled periodically with Borrower.

DISBURSEMENT AND ADVANCE PERIOD. Borrower will have up to 180 days from the date of this agreement to request disbursement of loan principal for its intended purpose, unless modified and/or extended in writing by Lender. If loan principal is not fully disbursed or advanced by the end of the 180 day disbursement period, then any unused portion of the loan principal will be cancelled and no longer available for future disbursements or advances.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Consent to Loan Participation. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of California.

Choice of Venue. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of HUMBOLDT County, State of California.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in making the Loan, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the making of the Loan and delivery to Lender of the Related Documents, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

Borrower. The word "Borrower" means _____ and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means CITY OF UKIAH, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Note. The word "Note" means the Note dated _____ and executed by _____ in the principal amount of \$ _____, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Permitted Liens. The words "Permitted Liens" mean (1) liens and security interests securing Indebtedness owed by Borrower to Lender; (2) liens for taxes, assessments, or similar charges either not yet due or being contested in good faith; (3) liens of materialmen, mechanics, warehousemen, or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; (4) purchase money liens or purchase money security interests upon or in any property acquired or held by Borrower in the ordinary course of business to secure indebtedness outstanding on the date of this Agreement or permitted to be incurred under the paragraph of this Agreement

titled "Indebtedness and Liens"; (5) liens and security interests which, as of the date of this Agreement, have been disclosed to and approved by the Lender in writing; and (6) those liens and security interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the net value of Borrower's assets.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED _____.

BORROWER:

By: _____

LENDER:

CITY OF UKIAH

By: _____
Authorized Signer

ATTACHMENT C-1
LENDER REQUIRED DOCUMENTS
JOBS TRACKING FORM

CDBG Jobs Tracking Form for Proposed Project

Company Name: _____

List all current employee positions on payroll as of the CDBG loan approval and all proposed new job positions.

Project is Proposing		☐ JOB CREATION		Or		☐ JOB RETENTION	
	Job Position Title	New, Existing, or Retained Job	Annual Hours	Annual Wages	Full/Part Time	LMI	Date of Hire
1							
2							
3							
4							
5							
6							
7							
8							
9							
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28							
29							
30							
31							
32							
33							
34							

EXISTING JOB POSITIONS	
Total Full Time	
Total Part Time	
Grand Total Full Time	

PROPOSED NEW HIRE OR RETAINED JOB POSITIONS	
Total Full Time	
Total Part Time	
Grand Total Full Time	

LMI

% LMI

I hereby certify under the penalty of perjury that all the information contained in this request for funds (including all supportive documentation) is true and correct. I understand and acknowledge that making false statement on this certification, including any documents submitted in support of it, may result in denial of application for funding.

Signature of Business Owner: _____

Date: _____

Signature of Jurisdiction Staff: _____

Date: _____

Note: Multiple forms may be required for businesses with lots of employees.

CDBG Jobs Tracking Form for Completed Project

Company Name:

List all employee positions on payroll, both existing and new hires as a result of CDBG loan.

Date of Project Approval:

Date of Project Completion:

	Job Position Title	New or Existing Job	Annual Hours	Annual Wages	Full/Part Time	LMI	Income Self Cert. Date
1							
2							
3							
4							
5							
6							
7							
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33							
34							

EXISTING JOB POSITIONS

Total Full Time

Total Part Time

Grand Total Full Time

ACTUAL NEW HIRE OR RETAINED JOB POSITIONS

Total Full Time

Total Part Time

Grand Total Full Time

LMI

% LMI

#DIV/0!

I hereby certify under the penalty of perjury that all the information contained in this form (including all supportive documentation) is true and correct. I

understand and acknowledge that making false statement on this certification, including any documents submitted in support of it, may result in repayment of loan

funds.

Signature of Jurisdiction Staff:

Date:

ATTACHMENT C-2
LENDER REQUIRED DOCUMENTS
SELF CERTIFICATION OF INCOME FORM

Business Assistance Project SELF-CERTIFICATION of Income for☐ City of / ☐ Town of / ☐ County of _____ **CDBG Funded Activity**

Page 1 to be filled out by Applicant/Employee

Status: ☐ Job Applicant (Creation) ☐ Current Employee (Retention)

Business Name: _____

Business Physical Address: _____, _____ (City)

Part I: Confidential Job Applicant / Employee HUD Demographic Data

(This section is voluntary.)

Ethnicity (Select One)	☐ Not Hispanic	☐ Hispanic
Race (Select One)		
☐ White	☐ Am. Indian/Alaskan Nat. & White	
☐ Black/African American	☐ Asian & White	
☐ Asian	☐ Black/African American & White	
☐ American Indian/Alaskan Native	☐ Am. Indian/Alaskan & Black/African	
☐ Nat. Hawaiian/Other Pacific Isl.	☐ Other Multi-Racial	
Other Demographic Data (Select each that Applies)		
☐ Female Head of Household	☐ Single / Non Elderly	
☐ Participant Disable	☐ Related/Single Parent	
☐ Veteran	☐ Related/Two Parent	
☐ Elderly	☐ Other (_____)	
☐ Unemployed prior to Employment		

Part II: Confidential Job Applicant / Employee Income Certification

(Certification process may not be administered by business receiving CDBG funds.)

My total family size consists of _____ members, and the total gross annual income* for all adult members is \$_____.

*Gross annual income must include all sources of income (wages, child support, SSI, unemployment, pension, income from assets, etc., but does not include the income of live-in aids, per 24 CFR 5.403).

I certify that the information given on this form is true and accurate to the best of my knowledge. I am aware that there are penalties for willfully and knowingly giving false information on an application for Federal or State funds, which may include immediate repayment of all Federal or State funds received and/or prosecution under the law. I understand that the information on this form is subject to verification by state or federal personnel as part of compliance monitoring.

Job Applicant / Employee Signature: _____ Date: _____

Applicant / Employee Name (print): _____

Job Applicant / Employee Physical Home Address: _____, _____ (City)

CDBG Business Assistance Project Verification by

☐ City of / ☐ Town of / ☐ County of _____ for CDBG Funded Activity

Page 2 to be filled out by Program Operator

Project Information:

Business Name: _____

Job Applicant / Employee Name: _____

Public Benefit Type: ☐ Job Creation ☐ Job Retention

Project funded by: ☐ Grant #: _____ - Or - ☐ PI Fiscal Year: _____

Business and Job Applicant / Employee Location Verification:

Business Physical Address: _____ ☐ In Jurisdiction Limits

Job Applicant / Employee Physical Home Address: _____ ☐ In Jurisdiction Limits

NOTE: Business must be located in Jurisdiction. Significant number of Job Applicants should reside in Jurisdiction (does not apply to retention).

Job Applicant / Employee Income Verification:

Effective Date of the Income Limit Chart being used: _____

- Family is: ☐ 30% or less (Extremely Low Income)
☐ 31%-50% (Low Income)
☐ 51%- 80% (Moderate Income)
☐ Over 80% of median income: **NOT ELIGIBLE AS LOW/MOD JOB**

Program Operator must:

- 1) Must complete confidential demographic data on cert. form if applicant / employee leaves blank.
- 2) Must complete business project information and business & applicant / employee location verification.
- 3) Must complete the applicant/employee income verification by:
Print the current HCD Income limits from the HCD website (NOT HUD's), and
Circle the applicable family size and annual income on HCD limit printout, and
Include the copy of the circled printout with these certification forms.

Program Operator Certification: I certify that Applicant / Employee demographic data provided is true and correct, to the best of my knowledge. I certify that, using the current HCD annual income publication compared to stated family size and gross income, the income level indicated above is true and correct. I certify that residency of the Applicant / Employee and the business address is true and correct per the requirements of 24 CFR 570.486(b) and/or (c) as applicable.

Note: This completed certification, whether Job Applicant / Employee benefited (was hired) or not, must be maintained in the Confidential Project file for review at time of monitoring. Certification of Job Creation cannot be done prior to CDBG funding approval.

Program Operator Name (print)

Job Title

Signature:

Date:

ATTACHMENT C-3
LENDER REQUIRED DOCUMENTS
LOAN DISBURSEMENT SCHEDULE

CDBG FUNDING DISBURSEMENTS FOR ECONOMIC DEVELOPMENT PROJECT WITH CDBG FUNDING

ACTUAL CDBG DISBURSEMENTS

Date of Loan Application:

Date of Loan Approval:

Date of NEPA Completion:

[illegible]

I hereby certify under the penalty of perjury that all the information contained in this form (including all supportive documentation) is true and correct. I understand and acknowledge that making false statement on this certification, including any documents submitted in support of it, may repayment of loan funds.

Signature of Business Owner: _____

Date:

Signature of Jurisdiction Staff: _____

Date:

**ATTACHMENT C-4
LENDER REQUIRED DOCUMENTS**

CERTIFICATION OF NO CONFLICT OF INTEREST

**BORROWER CERTIFICATION OF NO CONFLICT OF INTEREST
IN RECEIVING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

City of Ukiah, hereafter called Grantee, will use federal CDBG funds to provide financial assistance to eligible program participants, hereafter called Participants. These CDBG funds are administered by the State Department of Housing and Community Development hereafter called Department. As part of receiving CDBG funds from the Department, the Grantee is required to ensure there is no conflict of interest created when using these funds on eligible CDBG activities. As such, all Participants must certify that no conflict of interest has been created.

State Conflict of Interest: Pursuant to California Government Code 87100, et seq. CDBG financial assistance is not available if there is a conflict of interest. Any person / business loan participant that is an employee of the Grantee, an elected official, or consultant involved in administering a business assistance activity would not be eligible to receive CDBG funds due to a conflict of interest. If there is a real or perceived conflict of interest, the Grantee must have a legal determination that will be placed in the Participant's file.

Federal Conflict of Interest: Pursuant to the Code of Federal Regulations, Section 24 CFR 570.489 (h) a conflict of interest is not allowed when using CDBG funds as follows:

Conflicts prohibited. Except for eligible administrative or personnel costs, the general rule is that no persons described in paragraph (h)(3) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this subpart or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

Persons covered. The conflict of interest provisions for paragraph (h)(2) of this section apply to any person who is an employee, agent, consultant, officer, elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving CDBG funds.

If there is a real or perceived conflict of interest relative to the federal language above, the Grantee must submit a request to the Department for an exception to the Conflict of Interest determination. The Department will render a written decision that will be placed in the Participant's file.

By signing below, I certify that no conflict of interest, as prohibited by California Government Code Section 87100 et seq. and/or by the Code of Federal Regulations Section 24 CFR 489 (h), is created.

Signature of Borrower

Print Name and Title

Date: _____

ATTACHMENT C-5
LENDER REQUIRED DOCUMENTS
CERTIFICATION OF NO JOB PIRATING

**BORROWER'S CERTIFICATION CONCERNING NO JOB PRIATING
IN CONNECTION WITH COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
ECONOMIC DEVELOPMENT (ED) FINANCING**

City of Ukiah will use federal CDBG economic development funds to make loans to eligible projects. These federal funds are available from local program income funds or from grant contracts issued by the State Department of Housing and Community Development. These CDBG ED loans are not eligible if their use supports job pirating. Job pirating is not allowed under 24 CFR 570.482(f) of federal regulations. CDBG ED activities trigger this prohibition of funds as follows:

1. Statement of Job Pirating Provisions:

Use of CDBG funds, to assist directly, the relocation of any industrial or commercial plant, facility or operations, from one labor market area to another labor market area.

☐ Yes

☐ No

If yes, what is the total number of jobs to be relocated: _____.

2. Certification of no Job Pirating:

Will a significant loss of jobs take place due to the relocation of the business operations (Definition of significant is 25 or more full time positions.).

☐ Yes

☐ No

If yes, CDBG assistance is prohibited.

If no, business certifies that neither it nor any of its subsidiaries has plans to relocate jobs, as of the date of the CDBG loan agreement.

3. Consequences of Job Pirating Violation:

Use of CDBG funds, to assist directly, the relocation of any industrial or commercial plant, facility or operations, from one labor market area to another labor market area will result in the repayment of all CDBG funding invested in the project.

I hereby certify under the penalty of perjury that all the information contained in the CDBG request for funding (including all supporting documentation) is true and correct. I understand and acknowledge that making false statement on this certification, including any documents submitted in support of it, is a crime under federal and California state laws, which may result in criminal prosecution.

Signature of Borrower

Print Name and Title

Date

**ATTACHMENT C-6
LENDER REQUIRED DOCUMENTS**

CERTIFICATION FEDERAL REGULATORY COMPLIANCE

**BORROWER'S CERTIFICATION OF COMPLIANCE WITH FEDERAL OVERLAYS
RELATED TO COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
ECONOMIC DEVELOPMENT (ED) FINANCING**

City of Ukiah, here after referred to as Responsible Entity (RE), is being requested to use federal CDBG ED funds for a project located at: _____, CA _____. The RE received a CDBG application for funding from the Business Assistance (BA) loan applicant on: _____ date.

There are three (3) significant federal overlay laws that must be adhered to as part of receiving CDBG ED BA funding: 1) federal environmental regulations; 2) federal relocation and real property acquisition laws; and 3) federal prevailing wage laws. All projects proposing to use CDBG federal funding must be documented as being in compliance with these laws.

ENVIRONMENTAL REVIEW: To be in compliance with federal environmental review law, National Environmental Policy Act (NEPA), an Environmental Review Record (ERR) must be completed and executed by the RE prior to awarding the project any CDBG funds. The ERR must also be completed prior to any additional work being done on the project after the date of application submittal, as shown above.

Any site work or legal agreements associated with the project, after the date of the CDBG application, could trigger a "choice limiting" action under NEPA regulations. Such an action will prohibit the RE from awarding CDBG funds to the project. Specific choice limiting actions to be avoided by the applicant after BA application date are: 1) signing any contracts for any work on the project; 2) signing any real property purchase agreements or leases; 3) conducting any construction / maintenance work at the site.

Loan applicant does hereby acknowledge and certify that there is and will be no choice limiting actions taking place at the site until the RE has completed an ERR for the project. Applicant agrees to disclose the existing conditions of the project and will not proceed with any development work until such time as the RE has provided written permission to do so.

1. Statement of Project's Site Control.

Full site control, i.e. fee simple interest ownership of the property **or** executed lease agreement, was in place prior to BA loan application submittal date.

☐ Yes ☐ No

If no, what is proposed date will site control to be in place: _____.

2. Statement of Project's Construction Status.

Construction was started on the project prior to BA loan application submittal date stated above.

☐ Yes ☐ No

If yes, construction must stop at the date of application, or CDBG is prohibited.

If no, business certifies NO construction contracts will be executed and no work at the site will start until RE provides written approval.

3. Consequences of Choice Limiting Action.

Any changes which trigger NEPA violation will force the RE to cancel the application.

RELOCATION AND ACQUISITION REVIEW: To be in compliance with federal acquisition and relocation law, the RE must verify that no "persons" have been displaced because of the use of CDBG funding AND that if CDBG funds are being used, in whole or in part to acquire real property, that federal laws are being complied with prior to award of funds.

Projects using CDBG funding for acquisition of real property are required to provide the seller with a proper disclosure of no use of eminent domain as part of the transaction.

Projects using CDBG funding that cause a person (resident of a housing unit, business or non-profit) to move as a direct result of the project's activity must follow federal relocation process and provide those affected persons with permanent relocation benefits.

1. Statement of Project's Use of Funds for Acquisition.

CDBG funds are being used to assist in purchase of real property.

☐ Yes

☐ No

If yes, what date was seller provided Acquisition Notice? _____.

2. Statement of Project's Relocation Compliance.

Persons were or will be displaced because of the proposed CDBG funding project activity / scope of work.

☐ Yes

☐ No

If yes, RE must evaluate relocation benefits required for the project to move forward and disclose the costs of the relocation to the BA applicant.

If no, business certifies NO persons are displaced by the project.

3. Consequences of Non-Compliance with Relocation or Acquisition Laws.

Any miss-representations that result in these federal laws being triggered will force the RE to cancel the application.

Loan applicant does hereby acknowledge and certify that there will be no relocation of persons taking place at the site until the RE has completed its review and analysis of any required relocation benefits. Applicant agrees to disclose the existing conditions of the project and will not proceed with any property purchase or development work until such time as the RE has provided written permission to do so.

FEDERAL PREVAILING WAGE REVIEW: To be in compliance with federal prevailing wage laws (Davis Bacon and associated legislation), the RE must verify that no CDBG funds are being utilized for project construction costs. If any CDBG funds are used for construction, then RE must ensure federal prevailing wage rates will be paid by contractors. These wages will increase the project's costs.

1. Statement of Project's Use of Funds for Construction.

CDBG funds will pay for project construction costs.

☐ Yes ☐ No

If yes, what date was RE labor standards monitoring certification submitted to the Department? _____.

If no, federal prevailing wage compliance is not required.

2. Consequences of Non-Compliance with Davis Bacon and Related Acts.

Any miss-representations that result in these federal laws being triggered can require the RE to pay wage compensation to workers doing the construction.

Loan applicant does hereby acknowledge and certify that there will be no signing of construction contracts for any work taking place at the project site until the RE has completed its review and analysis of required labor standards compliance. Applicant agrees to disclose the existing conditions of the project and will not proceed with any property development work until such time as the RE has provided written permission to do so.

I hereby certify under the penalty of perjury that all the information contained in the CDBG request for funding (including all supporting documentation) is true and correct. I understand and acknowledge that making false statement on this certification, including any documents submitted in support of it, is a crime under federal and California state laws, which may result in criminal prosecution.

Signature of Borrower(s)

Print Name and Title

Date

RESOLUTION NO. 2017-

RESOLUTION OF THE CITY OF UKIAH COUNCIL ADOPTING PROGRAM GUIDELINES FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) BUSINESS ASSISTANCE LOAN PROGRAM

WHEREAS, a Public hearing was held pursuant to federal Citizen Participation requirements before the City Council on June 21, 2017 to receive public comment regarding adoption of the City of Ukiah's Business Assistance Loan Program Guidelines; and

WHEREAS, the City of Ukiah has been awarded a 2016 Community Development Block Grant (CDBG) from the State Department of Housing and Community Development (HCD) to operate a Business Assistance Loan Program; and

WHEREAS, HCD requires that in order to operate a CDBG Business Assistance Loan Program, jurisdictions must adopt Program Guidelines to govern program operation and to ensure compliance with CDBG State and Federal requirements; and

WHEREAS, HCD has provided a template for the Program Guidelines, and the template has been revised only for local program details while retaining language reflecting State and Federal requirements.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City Council of the City of Ukiah does hereby adopt Program Guidelines for the Community Development Block Grant (CDBG) Business Assistance Loan Program.

PASSED AND ADOPTED this twenty-first day of June, 2017, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jim O. Brown, Mayor

ATTEST:

Kristine Lawler, City Clerk



ITEM NO.: 12a

MEETING DATE: June 21, 2017

AGENDA SUMMARY REPORT

SUBJECT: AWARD OF CONTRACT TO FORT BRAGG ELECTRIC, INC. IN THE AMOUNT OF \$122,088 FOR THE INSTALLATION OF THE BARSCREEN AT THE WASTEWATER TREATMENT PLANT, SPECIFICATION NO. 17-06, AND APPROVAL OF CORRESPONDING BUDGET AMENDMENT IN THE SAME AMOUNT

Summary: The Ukiah City Council will consider awarding a contract to Fort Bragg Electric, Inc. for the installation of a barscreen at the Wastewater Treatment Plant (WWTP).

Background: Historically, there have been significant issues at the Influent Pump Station (IPS) with items such as large rags, towels, and bed sheets causing damage to the influent pumps. Pump repairs have been costly, in the range of \$50,000 per incident. Although there hasn't been a pump damaged since 2013 primarily due to point source mitigation efforts associated with the County's jail facility and routine operational changes, staff continues to feel compelled to eliminate the threat of recurring damage and cost caused by non-dispersible materials entering the system. City Council approved the purchase of the barscreen in June of 2013. The item was also forwarded to the District at that time for mutual consideration.

The barscreen was delivered to the WWTP in February of 2016. Bid documents for the installation were prepared, released and opened. Only one bid was received in October of 2016. On November 8, 2016 the City Council and the Board of Directors for the Ukiah Valley Sanitation District (UVSD) held a joint meeting to consider awarding a contract to Western Water Constructors, Inc. in the amount of \$185,000. Both agencies agreed to reject the bid and re-bid.

Discussion: As directed, City staff worked with UVSD staff to revise the request for bids. Bids were opened on June 13, 2017, at which time two bids were received (Attachment #1). The low bid was based on the base bid. Fort Bragg Electric, Inc. is the responsible and responsive bidder with a base bid amount of \$111,503.00.

Staff is recommending to award a contract to Fort Bragg Electric, Inc. for the base bid work (the installation of the barscreen), and the alternate bid item (additional control at mezzanine), for a total contract amount of \$122,088. Staff has notified UVSD they will also need to consider award of the contract as it is over the \$100,000 limit specified in the Participation Agreement and will require joint approval.

FISCAL IMPACT:				
Budgeted Amount in 16-17 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
\$55,000	Waste Water Treatment Plant	84024425.80230	Yes ☒ No ☐	N/A

RECOMMENDED ACTION(S): Award of contract to Fort Bragg Electric, Inc. in the amount of \$122,088 for the installation of the barscreen at the Waste Water Treatment Plant, Specification No. 17-06 and approval of corresponding budget amendment in the same amount.

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

Citizens advised: N/A
Requested by: Sage Sangiacomo, City Manager.
Prepared by/Contact: Sean White, Water and Sewer Director and Jarod Thiele, Public Works Management Analyst.
Coordinated with: Tim Eriksen, Public Works Director/City Engineer and Mary Horger, Procurement Manager.
Presenters: Sean White, Water and Sewer Director and Jarod Thiele, Public Works Management Analyst.
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
Sage Sangiacomo, City Manager

SPEC 17-06 - WASTEWATER TREATMENT PLANT BAR SCREEN INSTALLATION PROJECT									
City of Ukiah									
Bid Opening: 06/13/17						Fort Bragg Electric, Inc.		Western Water Constructors, Inc.	
					489 South Harrison Street Fort Bragg, CA 95437		707 Aviation Blvd Santa Rosa, CA 95403		
BASE BID									
Item #	Item Code	Item Description	QTY	UOM	Unit Price	Item Total	Unit Price	Item Total	
1		MOBILIZATION	1	LS	\$6,353.00	\$6,353.00	\$25,000.00	\$25,000.00	
2		SAWCUT AND RELINE CONCRETE OPENING	1	LS	\$33,712.00	\$33,712.00	\$45,000.00	\$45,000.00	
3		INSTALLATION OF OWNER-SUPPLIED MECHANICAL EQUIPMENT	1	LS	\$46,459.00	\$46,459.00	\$45,000.00	\$45,000.00	
4		INSTALLATION OF ELECTRICAL AND CONTROLS SYSTEM	1	LS	\$18,945.00	\$18,945.00	\$35,000.00	\$35,000.00	
5		TESTING, STARTUP, AND OPERATOR TRAINING	1	LS	\$1,810.00	\$1,810.00	\$5,000.00	\$5,000.00	
6		DEMOBILIZATION AND PROJECT CLOSEOUT	1	LS	\$4,224.00	\$4,224.00	\$5,000.00	\$5,000.00	
Bid List Total						\$111,503.00		\$160,000.00	
ALTERNATE BID ITEM									
Item #	Item Code	Item Description	QTY	UOM	Unit Price	Item Total	Unit Price	Item Total	
1		ADD CONTROL AT MEZZANINE	1	LS	\$10,585.00	\$10,585.00	\$20,000.00	\$20,000.00	
Bid List Total						\$10,585.00		\$20,000.00	
Total Bid Amount						\$122,088.00		\$180,000.00	
Listed Subs					Pacific Coast Cutters, Inc. 450 Lakeville Street Suite B Petaluma, CA 92336 Concrete Cutting SONCO Construction 4927 Toronto Avenue Fontana, CA 92336 Arrow Lock Applicator				



ITEM NO.: 12b

MEETING DATE: June 21, 2017

AGENDA SUMMARY REPORT

SUBJECT: APPROVAL OF AMENDMENT #3 TO THE CONTRACT WITH CAROLLO ENGINEERS FOR DESIGN OF THE CHLORINE CONTACT BASIN EXPANSION, ENGINEERING SERVICES DURING CONSTRUCTION, CONSTRUCTION MANAGEMENT SERVICES, AND FOR THE CONSTRUCTION OF THE RECYCLED WATER SYSTEM, AUTHORIZE THE CITY MANAGER TO EXECUTE AMENDMENT #3 IN THE AMOUNT OF \$2,284,246 AND AUTHORIZE THE CITY MANAGER TO EXECUTE A 10% CONTINGENCY IF NEEDED

Summary: The City Council will consider approving amendment #3 to the City's contract with Carollo Engineers for construction related activities for Phases 1-3 of the Recycled Water.

Background: Over the course of the past five years, the City has completed a Recycled Water Feasibility Study and all CEQA documentation with the ultimate goal of constructing a Recycled Water System to assist in the disposal of effluent generated at the Waste Water Treatment Plant (WWTP).

In Early 2016, the City secured funding in the amount of \$32,085,000 from Proposition 1 to construct Phases 1-3 of the Recycled Water System. The project experienced significant delays due to ongoing litigation with the Ukiah Valley Sanitation District. Since Council approved securing the debt with Water funds on December 7, 2016, steady progress has been made finalizing the agreement with the State Water Resources Control Board Division of Financial Assistance.

On June 7, Council authorized the City Manager to negotiate and execute the final funding agreement with the State Water Resources Control Board Division of Financial Assistance. At the same meeting, Council approved the plans and specifications and directed staff to advertise for bids.

Discussion: As a result of the recently completed Water Balance Study for Phases 1 through 3 and discussions regarding permit renewal, it has become apparent that the current chlorine contact basin

Continued on Page 2

RECOMMENDED ACTION(S): Approval of amendment #3 to the contract with Carollo Engineers for Design of the Chlorine Contact Basin expansion, Engineering Services During Construction and Construction Management Services for the construction of the Recycled Water System authorize the City Manager to execute Amendment #3 in the amount of \$2,284,246 and authorize the City Manager to execute a 10% contingency if needed.

ALTERNATIVES: Do not approve and provide direction to staff.

Citizens advised: N/A
Requested by: Sage Sangiacomo, City Manager
Prepared by: Sean White, Director of Water and Sewer and Jarod Thiele, Public Works Management Analyst.
Coordinated with: Tim Eriksen, Director of Public Works/City Engineer
Presenters: Sean White, Director of Water and Sewer and Jarod Thiele, Public Works Management Analyst.
Attachments: 1. Proposal from Carollo Engineers- CCB
2. Proposal from Carollo Engineers – ESDC
3. Proposal from Carollo Engineers – CM

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

capacity will limit the production of Recycled Water (Attachment #1). In addition, the current contract with Carollo does not include any construction related services. Staff has received proposals from Carollo Engineers to add Engineering Services During Construction (ESDC) (Attachment #2) and Construction Management and Inspection Services (CM) (Attachment #3). Due to their familiarity with the project, excellent past performance, successful execution of these services for other regional agencies (e.g. Napa Sanitation District and Los Carneros Water District) and given the short construction window, staff is recommending this amendment.

FISCAL IMPACT:				
Budgeted Amount in 16-17 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
\$37,664,351	Recycled Water Fund	83024430.80230 PC15062	Yes ☐ No ☒	COU No. 1314-231-A2

EXHIBIT A

**CITY OF UKIAH RECYCLED WATER PROJECT:
WWTP CHLORINE CONTACT BASIN RENOVATION**

**SCOPE OF WORK
June 14, 2017**

BACKGROUND AND WORK DESCRIPTION

Carollo Engineers, Inc. (ENGINEER) has recently completed final design of Phases 1 - 3 of this Recycled Water Project. The OWNER now wishes to renovate its two Wastewater Treatment Plant (WWTP) chlorine contact basins to achieve Title 22 effluent compliance at a design flow of 2 million gallons per day (mgd) for each basin.

As part of previous studies, the ENGINEER prepared a water balance and zero discharge report that identified that the WWTP's two chlorine contact basins are a significant constraint on the future production of recycled water and on the size of recycled water storage facilities to be provided. Although initially designed hydraulically for a capacity of 2 mgd, each basin has been downgraded to a maximum flow of 1 mgd so that the water quality of the basin's effluent complies with the State's Title 22 regulations. The water balance studies demonstrated that, at a minimum, 4 mgd of Title 22-compliant capacity is required from the basins for efficient operation of the OWNER'S Recycled Water Project. The ENGINEER subsequently prepared a conceptual design for Title 22-compliant chlorine contact basins having a total capacity of 4 mgd, together with a construction cost estimate. The conceptual design allows for sequential basin renovation at the same location as the existing basins so that at least 1 mgd of Title 22-compliant capacity is always available throughout construction. This scope of work includes preparation of preliminary and final design for this facility.

This scope of work also includes engineering services during construction (ESDC). Construction Management services are not included.

Work under this scope is organized under nine Tasks as follows:

Design Phase

- **Task 1 - Project Management and Administration During Design**
- **Task 2 - Preliminary Design**
- **Task 3 - Final Design**
- **Task 4 - Regulatory Agency Coordination and Funding Support**
- **Task 5 - Bid and Award**

Construction Phase

- **Task 6 - Project Management and Administration During Construction**

- **Task 7 - Engineering Services During Construction**
- **Task 8 - Construction Observation**
- **Task 9 - Project Commissioning and Closeout**

For the design phase, Carollo will lead the engineering work, and the regulatory agency coordination and funding support, with local consultants LACO Associates and Rau & Associates providing geotechnical engineering and survey services respectively. This is similar to earlier phases of the recycled water project. It is assumed that as the new basins are renovations to existing facilities, and that as there is no increase in capacity that could be construed as growth-inducing, the project will be categorically exempt from CEQA. No environmental services have been included in the design phase of the scope as a result.

Carollo will lead the ESDC stage of the project, with sub consultants SMB Environmental providing environmental monitoring services, and LACO Associates providing geotechnical observation.

SCOPE OF WORK

TASK 1— PROJECT MANAGEMENT AND ADMINISTRATION DURING DESIGN

Task 1 includes project management for Tasks 2 - 5.

Task 1.1 - Project Administration

The ENGINEER will administer the project design phase, and subconsultants, to maintain project schedule and budget. The project progress and budget status will be included in monthly progress reports that will be attached to billing invoices. Additionally, the monthly progress report will include a list of work completed for the time period and what is expected in the coming period.

Task 1.2 - Meetings

The ENGINEER will coordinate project tasks between the OWNER, subconsultants, stakeholders and other agencies as required through project meetings and conference calls. The ENGINEER will prepare an agenda and brief meeting summaries for each of the meetings. Anticipated design phase project meetings are identified below:

- Project Kick-off Meeting and Site Visit (OWNER offices)
- Monthly Project Status / Design Review Meetings (OWNER offices or Conference call)
(Assume four (4) total)

Task 1.3 — Quality Control

Quality control will be monitored throughout the entirety of project design. The ENGINEER will review deliverables provided by subconsultants prior to forwarding to the OWNER'S staff. Any document developed by the ENGINEER will be peer-reviewed internally prior to delivery to the OWNER, in accordance with the ENGINEER'S standard quality control protocols.

Task 1: Deliverables:

- Monthly progress reports
- Meeting agendas and brief summaries

TASK 2 - PRELIMINARY DESIGN

Under Task 2, the ENGINEER will perform preliminary design activities for the renovated WWTP chlorine contact basins. This task includes topographic survey and mapping; geotechnical investigation; and preparation of a Basis of Design Report and 30% design level documents. Deliverables prepared as part of this task will be used for design in subsequent tasks.

Task 2.1 - Topographical Survey and Mapping

The ENGINEER'S sub consultant Rau and Associates (Rau) will perform ground surveys to supplement information from prior surveys and to detail the proposed construction footprint of the renovated chlorine contact basins. Rau will attempt to establish the invert elevations of buried infrastructure and piping not previously determined, including those at the head of the existing basins.

Rau will provide detailed topographic and facility mapping of the chlorine contact basin site, and a DTM in AutoCAD Civil 3D format, that includes:

- Terrain (1 foot contours) with spot elevations;
- Outline of the existing chlorine contact basins and elevations of critical inverts;
- Invert elevations of inlet piping, and elevations and inverts of upstream piping / manholes in order to determine pipe slopes and hydraulic capacity;
- Existing utilities and structures present within the project mapping area, or that may affect the project because of their close proximity;
- Trees greater than 4" in dbh that may be affected by the project;
- Project control points;
- Height of overhead utility lines that may conflict with the project.

Task 2.1 Deliverables

- Topographic mapping (at 1"= 20').
- Electronic Files in AutoCAD Civil 3D .dwg file format with point files and the DTM surface model.

Task 2.2 - Geotechnical Investigation

The ENGINEER's subconsultant LACO Associates (LACO) will review available existing geologic maps, soils reports, and geologic reports for the project area. LACO will review the project area and mark boring locations for Underground Service Alert (USA) if needed.

For the revised footprint for the chlorine contact basins, LACO will perform 2 borings (between 20 and 30 feet deep). LACO will log the borings, and obtain disturbed and relatively undisturbed soil samples for laboratory testing. Sampling locations/depths will be determined in the field by the project geologist based on subsoil conditions encountered.

A laboratory testing program will be conducted to characterize the soil properties. LACO will perform laboratory tests on selected soil samples that may include direct shear and/or triaxial shear strength, particle size, moisture content, dry density, Atterberg limits, consolidation, and corrosion potential (resistivity, pH, sulfate, chloride, and redox potential).

LACO will perform engineering evaluations to develop conclusions and recommendations regarding geologic hazards affecting the proposed improvements, excavatability, thrust-block bearing capacity, and corrosion potential of soils.

LACO will prepare draft and final Geotechnical Reports that document the results of the geotechnical investigation and address requirements of both the California Building Code and the Mendocino County Grading Regulations (current versions as of the date the Report is prepared). The Reports will include soil logs, results of laboratory analysis, results of geohazard evaluation, and geotechnical recommendations to support design and construction of proposed improvements.

Task 2.2 Assumptions

- An environmental assessment or any exploration for the presence or absence of any hazardous or toxic materials is not included.
- The OWNER will be responsible for clearance from utilities not covered by USA.
- Geotechnical investigation does not include a site-specific quantitative liquefaction analysis.
- The OWNER will secure site access for pre-survey and geotechnical investigation.

Task 2.2 Deliverables:

- Draft and Final Geotechnical Report (2 hard copies and 1 electronic copy).

Task 2.3 - Basis of Design Report, 30% Design Level Plans, List of Specifications, and Cost Estimate

The ENGINEER will include previous conceptual design work in a Basis of Design Report. 30% design level plans will be developed using the ENGINEER's CAD standards per the Phases 1- 3 final design. The ENGINEER will prepare a list of technical specifications. An estimate of probable construction cost will be prepared to reflect the 30% level of design. This will include an update of conceptual design level cost estimates previously prepared.

The Basis of Design Report and 30% design submittal package will be provided to the OWNER for review and comment. All review comments and responses to comments will be documented in a comment log. Agreed comments will be incorporated in the final design.

Task 2.3 Deliverables:

- Basis of Design Report, 30% Design Level Plans (2 hard copies and 1 electronic copy).
- List of technical specifications
- 30% design level cost estimate (1 electronic copy)

TASK 3 - FINAL DESIGN

Task 3.1 - 75% Design Level Plans, Specifications, and Cost Estimate

75% design level plans will be developed using the ENGINEER's CAD standards per the Phases 1 - 3 final design. The ENGINEER will prepare any additional technical specifications, in conjunction with the OWNER's standard front-end specifications, that are needed beyond those already prepared for the Phases 1 - 3 final design. All specification documents will be prepared using Microsoft Word, and will be in CSI format. An estimate of probable construction cost will be prepared to reflect the 75% level of design. An electronic PDF of the cost estimate will be provided with the 75% submittal.

The 75% package will be provided to the OWNER for review and comment. A review meeting or conference call will be held to discuss the OWNER'S comments. All review comments and responses to comments will be documented in a comment log.

Task 3.2 - 100% Design Level Plans, Specifications, and Cost Estimate

100% design level plans will be developed using the ENGINEER's CAD standards per the Phases 1 - 3 final design. The 100% design submittal will include agreed-upon review comments from the 75% design submittal. The ENGINEER will update any additional technical specifications, in conjunction with the OWNER's standard front-end specifications, that are needed beyond those already prepared for the Phases 1 - 3 final design. An estimate of probable construction cost will be prepared to reflect the 100% level of design. An electronic PDF of the cost estimate will be provided with the 100% submittal.

The 100% package will be provided to the OWNER for review and comment. A review meeting or conference call will be held to discuss the Owner's comments. All review comments and responses to comments will be documented in a comment log.

Task 3.3 - Final Bid Documents

Agreed comments received from the OWNER will be incorporated into the plans and specifications to develop a set of final bid-ready documents. The cost estimate will be updated to reflect the final design.

Task 3 Assumptions:

- Landscaping and architectural design are not required, and are not included;
- OWNER will provide any required front-end documents in addition to those already provided for the Phases 1 - 3 design.

- Electrical, and instrument and control, design services are not required.

Task 3 Deliverables:

- 75% Plans, Specifications, and Cost Estimate (2 hard copies, 1 electronic copy).
- 100% Plans, Specifications, and Cost Estimate (2 hard copies, 1 electronic copy).
- Ten (10) hard copies (if requested) and a reproducible set of the final bid-ready contract documents will be provided to the OWNER for distribution to interested contractors.

TASK 4 - REGULATORY AGENCY COORDINATION AND FUNDING SUPPORT

Task 4.1 - Regulatory Agency Coordination

This task includes any additional meetings with regulatory agencies as needed for permits required specifically for the chlorine contact basins renovation. It is assumed the OWNER will take the lead obtaining regulatory approval required for changes in any of its operating / discharge permits. Ongoing coordination is anticipated with the North Coast Regional Water Quality Control Board and the California State Water Resources Control Board (SWRCB). It is also assumed that permits obtained for Phases 1 -3 are applicable.

Task 4.2 - Funding Support

This task includes an allowance for attending up to two meetings, conference calls and preparing supporting documentation packages for submission to appropriate funding agencies.

Task 4 Assumptions:

- No building or other planning permits are required beyond those for Phases 1 -3;
- Categorical exemption from CEQA is applicable since an existing facility is to be renovated.
- Scope will be limited to the level of effort defined in the fee schedule.

Task 4 Deliverables:

- Supporting documentation.

TASK 5 - BID AND AWARD

Task 5.1 - Answer Questions / Provide Addenda

The ENGINEER will provide assistance, as required, to the OWNER during the bidding of the project. This will include answering contractor questions and preparing up to two addenda during the advertisement period. The ENGINEER will be the primary contact for technical questions during the bid period. Addenda will be distributed by the OWNER.

Task 5.2 - Attend Pre-Bid Conference

The ENGINEER will attend the pre-bid conference. The meeting will be conducted by the OWNER, but the ENGINEER will be available to answer questions or discuss the intent of the plans and specifications as requested by the OWNER. The ENGINEER will prepare minutes from the meeting. Meeting minutes will be distributed by the OWNER.

Task 5.3 - Construction Contract Award

After receipt of bids, the ENGINEER will assist the OWNER in developing a construction contract award recommendation for the project. The ENGINEER will evaluate bids for completeness and compliance, check Bidder resources as required by OWNER, and make a recommendation with respect to award of the Contract. After Contract Award, the ENGINEER will prepare conformed plans and specifications.

Task 5 Assumptions

- The OWNER will sell and distribute contract documents to contractors.
- The OWNER will distribute addenda and minutes from the pre-bid conference.
- A maximum of two (2) addenda will be prepared.

Task 5 Deliverables:

- Written responses to contractors' questions.
- Addenda
- Meeting agendas and minutes.
- Award recommendation
- Conformed contract documents (CD of half-size plans and specifications)

TASK 6 - PROJECT MANAGEMENT AND ADMINISTRATION DURING CONSTRUCTION

Task 6 includes for all project management work for Task 7 - 10.

Task 6.1 - Project Administration

The ENGINEER will administer the project ESDC phase, and subconsultants, to maintain project schedule and budget. The project progress and budget status will be included in monthly progress reports that will be attached to billing invoices. Additionally, the monthly progress report will include a list of work completed for the time period and what is expected in the coming period.

Task 6.2— Quality Control

Quality control will be monitored throughout the entirety of the Project ESDC phase. The ENGINEER will review deliverables provided by subconsultants prior to forwarding to the OWNER'S staff or construction management team as appropriate. Any document developed by the ENGINEER will be peer-reviewed internally prior to delivery to the OWNER.

Task 6: Deliverables:

- Monthly invoices.
- Monthly progress reports.

TASK 7 – ENGINEERING SERVICES DURING CONSTRUCTION

The following tasks describe detailed scope of the ESDC phase:

Task 7.1 - Pre-Construction Conference

The ENGINEER will attend the pre-construction conference. It is assumed that the meeting will be led by the OWNER and / or the Construction Manager, and they will prepare meeting agendas and minutes. ENGINEER'S principal role at the meeting will be to answer questions from the selected contractor (CONTRACTOR).

Task 7.2 - Engineer's Site Observation

Assuming a construction contract duration of 6 months, the ENGINEER's team will conduct construction observation site visits twice per month (8 hours per visit, including travel time) during a core 4-month period of project construction. The ENGINEER will also attend one closeout meeting on site. The ENGINEER will schedule these visits every two weeks to coincide with construction progress meetings, or as otherwise required by the OWNER.

Task 7.3 - Submittals Review

The ENGINEER will review CONTRACTOR'S shop drawings and other submittals as requested by OWNER and / or the Construction Manager. It is assumed that the Construction Manager will receive all CONTRACTOR'S submittals and re-submittals, and will forward to the ENGINEER those submittals and re-submittals that the OWNER and / or Construction Manager determine require designer review. The ENGINEER will provide a written response to each submittal and re-submittal within 14 calendar days of receipt of that submittal by the ENGINEER, unless otherwise agreed with the OWNER. Exceptions to this response target may include large submittals, and response times for these submittals will be agreed with the OWNER on a case-by-case basis.

A total of 25 submittal reviews and 10 re-submittal reviews are included in this scope. The corresponding budget is based on an average of 4 hours per submittal for the ENGINEER's review and response, and 2 hours per resubmittal.

Task 7.4 - Responses to Contractor's Request for Information (RFIs)

The ENGINEER will provide written responses to the CONTRACTOR'S RFIs. A total of 20 RFIs are included in this scope. The corresponding budget is based on an average of 4 hours per RFI for the ENGINEER's review and response. It is assumed that the Construction Manager will receive all CONTRACTOR'S RFIs, and will forward to the ENGINEER those RFIs that the OWNER and / or Construction Manager determine require designer input.

Task 7.5 - Review and Preparation of Design Clarifications (DCs)

The ENGINEER will prepare and/or review proposed changes in project scope or project time, when requested by the OWNER or Construction Manager. A total of 3 DCs are included in the scope. The corresponding budget is based on an average of 6 hours per DC, which includes preparation time, review of CONTRACTOR-furnished supporting information, discussions with CONTRACTOR and OWNER / Construction Manager, and preparation of DC responses.

It is assumed that all Change Orders will be prepared by the Construction Manager. The ENGINEER will provide any supporting information required for Change Orders through the Design Clarification process.

Task 7 - Deliverables:

- CD with electronic (pdf) files of the conformed half size drawings and specifications.
- Electronic responses to RFIs.
- Responses to submittals and re-submittals.
- Design clarification responses.

TASK 8 – CONSTRUCTION OBSERVATION

Task 8.1 - Structural Observation

The ENGINEER will perform structural observation of the project. It is assumed that two site visits are required, on an 8 hour-per-visit basis that includes travel time.

Task 8.2 - Geotechnical Observation

The ENGINEER's sub consultant LACO Associates will perform geotechnical observation of the project, including observation of excavated sub grades for foundations.

Task 8.3 - Environmental Monitoring

The ENGINEER's sub consultant SMB Environmental will perform environmental monitoring for the project, as required by environmental permits.

TASK 9 - PROJECT COMMISSIONING AND CLOSEOUT

Task 9.1 - Record Drawings

The ENGINEER will review, after substantial completion, the final version of the CONTRACTOR's redline drawings that have been accepted by the Construction Manager. Based on this final set of marked-up drawings, the ENGINEER will prepare record drawings in an electronic format (AutoCAD and pdf versions) for delivery to the OWNER.

Task 9.2 - Substantial and Final Completion Assistance

At the request of the OWNER and / or the Construction Manager, the ENGINEER will assist in determining if the project is substantially complete in accordance with the Contract Documents. The ENGINEER will also assist in preparing the Certificate of Substantial Completion and a list of deficient items ("punch list"). It is assumed that the Construction Manager will be responsible for determining whether the project is substantially complete.

When notified by the Construction Manager that the punch list items have been completed, the ENGINEER will assist in determining if the finished work has been completed to the standard required by the Contract Documents. It is similarly assumed that the Construction Manager will be responsible for determining whether the project has reached final completion, and for certifying as such to the OWNER as required by the Contract Documents.

Two site visits are included in this sub-task: one each at the time of substantial and final completions. Each visit is of an 8-hour duration, including travel time.

Task 9.3 - Training and Commissioning

Under the lead of the Construction Manager, the ENGINEER will assist in the review of the CONTRACTOR's training plan and instruction materials for compliance with the Contract Documents. If requested, the ENGINEER will provide instruction to OWNER personnel on the project objectives, design intent, and system operational procedures.

As requested by the OWNER and / or the Construction Manager, the ENGINEER will review the CONTRACTOR'S start-up and commissioning plan for the project. Commissioning is defined as the process in which the newly constructed facility will be placed into routine operation. The commissioning process will include a planned, systematic approach to verify that facility systems operate as intended and there is an orderly transition from construction phase to routine operation. It is anticipated that the commissioning program will include three phases as follows:

- Phase I - Initial start-up in manual operating mode.
- Phase II - Transition into computer operating mode.
- Phase III - Transition from CONTRACTOR to OWNER operation.

The ENGINEER will assist with field commissioning of the project. The fee associated with this sub-task includes for 16 labor hours at the project site, including travel time and expenses.

Task 9.4 - Operations and Maintenance Manuals

Under this sub-task, the ENGINEER will review Operations and Maintenance (O&M) documents and manuals provided by equipment vendors that are forwarded by the Construction Manager.

Task 9 - Deliverables:

- Electronic files (AutoCAD and pdf versions), and two hard copies (one full-size set, one half-size set) of record drawings.
- Review comments.

EXHIBIT B
Recycled Water Project - Phase 1A
City of Ukiah

Task Description			Tracy Clinton	Simon Gray	Mike Lonergan	Alice Chikerema		Ron Papa				Other Direct Costs (ODC)										ODC Cost	Total Cost		
			PIC	PM	PE	Structural	E&IC	Staff	QA/QC	CAD	WP	Carollo		Subconsultants					PECE						
														LACO Associates	Rau & Associates	SMB Enviro	Subtotal	Sub Consultant Markup (10%)	Sub Consultant Total	\$11.7				Mileage	
												Total Hours	Labor Cost												
			\$236	\$256	\$197	\$197	\$215	\$157	\$236	\$152	\$101														
1.0 Project Management and Administration During Design																									
1.1 Project Administration			0	16	0	0	0	0	0	4	20	\$4,500	\$0	\$0	\$0	\$0	\$0	\$0	\$234	\$0	0	\$0	\$234	\$4,734	
1.2 Meetings			16	24	16	0	0	16	0	0	72	\$15,584	\$0	\$0	\$0	\$0	\$0	\$0	\$842	\$0	8	\$1,080	\$1,922	\$17,506	
1.3 Quality Control			0	0	0	0	0	0	24	0	24	\$5,664	\$0	\$0	\$0	\$0	\$0	\$0	\$281	\$0	0	\$0	\$281	\$5,945	
Total Task 1.0			16	40	16	0	0	16	24	0	4	116	\$25,748	\$0	\$0	\$0	\$0	\$0	\$1,357	\$0	8	\$1,080	\$2,437	\$28,185	
2.0 Conceptual and Preliminary Design																									
2.1 Topographical Survey and Mapping			0	8	0	0	0	8	0	8	0	24	\$4,520	\$0	\$10,000	\$0	\$10,000	\$1,000	\$11,000	\$281	\$0	0	\$0	\$11,281	\$15,801
2.2 Geotechnical and Corrosion Investigation			0	8	0	0	0	8	0	0	16	\$3,304	\$15,000	\$0	\$0	\$0	\$15,000	\$1,500	\$16,500	\$187	\$0	0	\$0	\$16,687	\$19,991
2.3 BODR, 30% Design Plans, Spec List, Cost Estimate			4	24	16	8	0	40	0	96	4	192	\$33,092	\$0	\$0	\$0	\$0	\$0	\$2,246	\$0	0	\$0	\$2,246	\$35,338	
Total Task 2.0			4	40	16	8	0	56	0	104	4	232	\$40,916	\$15,000	\$10,000	\$0	\$25,000	\$2,500	\$27,500	\$2,714	\$0	0	\$0	\$30,214	\$71,130
3.0 Final Design																									
3.1 75% PS&E			4	32	32	64	0	80	0	108	4	324	\$57,428	\$0	\$0	\$0	\$0	\$0	\$3,791	\$500	1	\$135	\$4,426	\$61,854	
3.2 100% PS&E			4	32	32	40	0	64	0	80	4	256	\$45,932	\$0	\$0	\$0	\$0	\$0	\$2,995	\$500	1	\$135	\$3,630	\$49,562	
3.3 Final Bid Documents			2	16	24	32	0	32	0	40	4	150	\$27,108	\$0	\$0	\$0	\$0	\$0	\$1,755	\$1,000	0	\$0	\$2,755	\$29,863	
Total Task 3.0			10	80	88	136	0	176	0	228	12	730	\$130,468	\$0	\$0	\$0	\$0	\$0	\$8,541	\$2,000	2	\$270	\$10,811	\$141,279	
4.0 Regulatory Agency Coordination and Funding Support																									
4.1 Regulatory Agency Coordination			16	4	0	0	0	8	0	0	2	30	\$6,258	\$0	\$0	\$0	\$0	\$0	\$351	\$0	2	\$270	\$621	\$6,879	
4.2 Funding Support			16	4	0	0	0	8	0	0	2	30	\$6,258	\$0	\$0	\$0	\$0	\$0	\$351	\$0	2	\$270	\$621	\$6,879	
Total Task 4.0			32	8	0	0	0	16	0	0	4	60	\$12,516	\$0	\$0	\$0	\$0	\$0	\$702	\$0	4	\$540	\$1,242	\$13,758	
5.0 Bid and Award																									
5.1 Answer Questions / Provide Addenda			0	8	8	0	0	8	0	0	2	26	\$5,082	\$0	\$0	\$0	\$0	\$0	\$304	\$0	0	\$0	\$304	\$5,386	
5.2 Attend Pre-Bid Conference			0	8	8	0	0	0	0	0	2	18	\$3,826	\$0	\$0	\$0	\$0	\$0	\$211	\$0	2	\$270	\$481	\$4,307	
5.3 Construction Contract Award			2	8	4	0	0	4	0	40	2	60	\$10,218	\$0	\$0	\$0	\$0	\$0	\$702	\$0	0	\$0	\$702	\$10,920	
Total Task 5.0			2	24	20	0	0	12	0	40	6	104	\$19,126	\$0	\$0	\$0	\$0	\$0	\$1,217	\$0	2	\$270	\$1,487	\$20,613	
6.0 Project Management and Administration During Construction																									
6.1 Project Administration			4	24	0	0	0	0	0	4	32	\$7,492	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$7,492	
6.2 Quality Control			4	8	0	0	0	0	24	0	4	40	\$9,060	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$9,060	
Total Task 6.0			8	32	0	0	0	0	24	0	8	72	\$16,552	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$16,552	
7.0 Engineering Services During Construction																									
7.1 Pre-Construction Conference			0	8	8	0	0	0	0	0	16	\$3,624	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2	\$270	\$270	\$3,894	
7.2 Engineer's Site Observation			4	32	32	0	0	28	0	0	96	\$19,836	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	12	\$1,620	\$1,620	\$21,456	
7.3 Submittals Review			0	16	16	16	0	48	0	0	96	\$17,936	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500	0	\$0	\$500	\$18,436	
7.4 Responses to Contractor's RFIs			0	16	8	8	0	24	0	0	56	\$11,016	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200	0	\$0	\$0	\$11,016	
7.5 Review and Preparation of Design Clarifications			0	2	4	4	0	4	0	0	14	\$2,716	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200	0	\$0	\$200	\$2,916	
Total Task 7.0			4	74	68	28	0	104	0	0	278	\$55,128	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$900	14	\$1,890	\$2,590	\$57,718	
8.0 Construction Observation																									
8.1 Structural Observation			0	4	0	16	0	0	0	0	20	\$4,176	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2	\$270	\$270	\$4,446	
8.2 Geotechnical Observation			0	4	8	0	0	8	0	0	20	\$3,856	\$5,000	\$0	\$0	\$0	\$5,000	\$500	\$5,500	\$0	\$0	1	\$135	\$5,635	\$9,491
8.3 Environmental Monitoring			0	4	0	0	0	8	0	0	12	\$2,280	\$0	\$0	\$5,000	\$5,000	\$500	\$5,500	\$0	\$0	1	\$135	\$5,635	\$7,915	
Total Task 9.0			0	12	8	16	0	16	0	0	52	\$10,312	\$5,000	\$0	\$5,000	\$10,000	\$1,000	\$11,000	\$0	\$0	4	\$540	\$11,540	\$21,852	
9.0 Project Commissioning and Closeout																									
9.1 Record Drawings			0	4	8	4	0	16	0	24	4	60	\$9,952	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000	0	\$0	\$1,000	\$10,952	
9.2 Substantial and Final Completion Assistance			0	24	8	0	0	8	0	0	4	44	\$9,380	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2	\$270	\$270	\$9,650	
9.3 Training and Commissioning			0	16	8	0	0	8	0	0	0	32	\$6,928	\$0	\$0	\$0	\$0	\$0	\$0	\$0	4	\$540	\$540	\$7,468	
9.4 Operations and Maintenance Manuals			0	4	4	0	0	8	0	0	4	20	\$3,472	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$3,472	
Total Task 10.0			0	48	28	4	0	40	0	24	12	156	\$29,732	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000	6	\$810	\$1,810	\$31,542	
TOTAL ALL DESIGN TASKS			64	192	140	144	0	276	24	372	30	1,242	\$228,774	\$15,000	\$10,000	\$0	\$25,000	\$2,500	\$27,500	\$14,531	\$2,000	16	\$2,160	\$46,191	\$274,965
TOTAL ALL ESDC TASKS			12	166	104	48	0	160	24	24	20	558	\$111,724	\$5,000	\$0	\$5,000	\$10,000	\$1,000	\$11,000	\$0	\$1,900	24	\$3,240	\$15,940	\$127,664
TOTAL ALL TASKS			76	358	244	192	0	436	48	396	50	1,800	\$340,498	\$20,000	\$10,000	\$5,000	\$35,000	\$3,500	\$38,500	\$14,531	\$3,900	40	\$5,400	\$62,131	\$402,629

EXHIBIT A

**CITY OF UKIAH
RECYCLED WATER PROJECT: PHASES 1-3
ENGINEERING SERVICES DURING CONSTRUCTION**

SCOPE OF WORK

June 14, 2017

BACKGROUND

The City of Ukiah (OWNER) has requested that Carollo Engineers, Inc. (ENGINEER) perform Engineering Services During Construction (ESDC) for the construction phase of the Recycled Water Project - Phases 1-3 Project (PROJECT). The PROJECT includes construction of a 66 million gallon capacity, lined recycled water storage pond; a recycled water pump station; 12- and 16-inch diameter PVC pressure pipelines; trenchless crossings of roads and creeks; gravity inlet pipelines; connections to the City's wastewater treatment plant; electrical, and instrumentation and control facilities; and other associated works.

Work under this scope is organized under five Tasks:

- **Task 1 - Project Management and Administration During Construction**
- **Task 2 - Regulatory Agency Coordination and Funding Support**
- **Task 3 - Engineering Services During Construction**
- **Task 4 - Construction Observation**
- **Task 5 - Project Commissioning and Closeout**

ENGINEER will lead this stage of the project, with sub consultants SMB Environmental providing environmental monitoring services, and LACO Associates providing geotechnical observation.

TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION DURING CONSTRUCTION

Task 1.1 - Project Management

The ENGINEER will administer the project and subconsultants to maintain project schedule and budget. The project progress and budget status will be included in monthly progress reports that will be attached to billing invoices. Additionally, the monthly progress report will include a list of work completed for the time period and what is expected in the coming period.

Task 1.2 — Quality Control

Quality control will be monitored throughout the entirety of the Project. The ENGINEER will review deliverables provided by subconsultants prior to forwarding to the OWNER'S staff or construction management team as appropriate. Any document developed by the ENGINEER will be peer-reviewed internally prior to delivery to the OWNER.

Task 1: Deliverables:

- Monthly invoices.
- Monthly progress reports.

TASK 2 – REGULATORY AGENCY COORDINATION AND FUNDING SUPPORT

Task 2.1 - Regulatory Agency Coordination and Funding Support

Under this Task, ENGINEER will continue to provide coordination and support to OWNER as part of OWNER's compliance with the requirements of the State of California's regulatory and funding agencies. This support will be on an as-needed basis. For the basis of this scope and associated fee, a total of 48 labor hours have been allocated to this task.

TASK 3 – ENGINEERING SERVICES DURING CONSTRUCTION

The following sub-tasks describe the detailed scope of the ESDC:

Task 3.1 - Construction Contract Award

After receipt of bids, the ENGINEER will assist the OWNER develop a construction contract award recommendation for the PROJECT. The ENGINEER will evaluate bids for completeness and compliance, check Bidder resources as required by OWNER, and make a recommendation with respect to award of the Contract. After Contract Award, the ENGINEER will prepare conformed plans and specifications.

Task 3.2 - Pre-Construction Conference

The ENGINEER will attend the pre-construction conference. It is assumed that the meeting will be led by the OWNER and / or the Construction Manager, and they will prepare meeting agendas and minutes. ENGINEER'S principal role at the meeting will be to answer questions from the selected contractor (CONTRACTOR).

Task 3.3 - Engineer's Site Observation

Assuming a construction contract duration of 12 months, the ENGINEER's team will conduct construction observation site visits twice per month (8 hours per visit, including travel time) during the core 9 months of PROJECT construction. The ENGINEER will also attend one closeout meeting on site. The ENGINEER will schedule these visits every two weeks to coincide with construction progress meetings, or as otherwise required by the OWNER.

Task 3.4 - Submittals Review

The ENGINEER will review CONTRACTOR'S shop drawings and other submittals as requested by OWNER and / or the Construction Manager. It is assumed that the Construction Manager will receive all CONTRACTOR'S submittals and re-submittals, and will forward to the ENGINEER those submittals and re-

submittals that the OWNER and / or Construction Manager determine require designer review. The ENGINEER will provide a written response to each submittal and re-submittal within 14 calendar days of receipt of that submittal by the ENGINEER, unless otherwise agreed with the OWNER. Exceptions to this response target may include large submittals, and response times for these submittals will be agreed with the OWNER on a case-by-case basis.

A total of 80 submittal reviews and 40 re-submittal reviews are included in this scope. The corresponding budget is based on an average of 4 hours per submittal for the ENGINEER's review and response, and 2 hours per resubmittal.

Task 3.5 - Responses to Contractor's Request for Information (RFIs)

The ENGINEER will provide written responses to the CONTRACTOR'S RFIs. A total of 80 RFIs are included in this scope. The corresponding budget is based on an average of 4 hours per RFI for the ENGINEER's review and response. It is assumed that the Construction Manager will receive all CONTRACTOR'S RFIs, and will forward to the ENGINEER those RFIs that the OWNER and / or Construction Manager determine require designer input.

Task 3.6 - Review and Preparation of Design Clarifications (DCs)

The ENGINEER will prepare and/or review proposed changes in project scope or project time, when requested by the OWNER or Construction Manager. A total of 15 DCs are included in the scope. The corresponding budget is based on an average of 6 hours per DC, which includes preparation time, review of CONTRACTOR-furnished supporting information, discussions with CONTRACTOR and OWNER / Construction Manager, and preparation of DC responses.

It is assumed that all Change Orders will be prepared by the Construction Manager. The ENGINEER will provide any supporting information required for Change Orders through the Design Clarification process.

Task 3 - Deliverables:

- CD with electronic (pdf) files of the conformed half size drawings and specifications.
- Electronic responses to RFIs.
- Responses to submittals and re-submittals.
- Design clarification responses.

TASK 4 – CONSTRUCTION OBSERVATION

Task 4.1 - Structural Observation

The ENGINEER will perform structural observation of the PROJECT. It is assumed that six site visits are required, on an 8 hour-per-visit basis that includes travel time.

Task 4.2 - Geotechnical Observation

The ENGINEER's sub consultant LACO Associates will perform geotechnical observation of the PROJECT, including construction of the recycled water storage pond embankments and the excavated subgrades for foundations.

Task 4.3 - Environmental Monitoring

The ENGINEER's sub consultant SMB Environmental will perform environmental monitoring for the PROJECT, as required by environmental permits.

TASK 5 - PROJECT COMMISSIONING AND CLOSEOUT

Task 5.1 - Record Drawings

The ENGINEER will review, after substantial completion, the final version of the CONTRACTOR's redline drawings that have been agreed between the CONTRACTOR and the Construction Manager. Based on this agreed final set of marked-up drawings, the ENGINEER will prepare record drawings in an electronic format (AutoCAD and pdf versions) for delivery to the OWNER.

Task 5.2 - Substantial and Final Completion Assistance

At the request of the OWNER and / or the Construction Manager, the ENGINEER will assist in determining if the PROJECT is substantially complete in accordance with the Contract Documents. The ENGINEER will also assist in preparing the Certificate of Substantial Completion and a list of deficient items ("punch list"). It is assumed that the Construction Manager will be responsible for determining whether the PROJECT is substantially complete.

When notified by the Construction Manager that the punch list items have been completed, the ENGINEER will assist in determining if the finished work has been completed to the standard required by the Contract Documents. It is similarly assumed that the Construction Manager will be responsible for determining whether the PROJECT has reached final completion, and for certifying as such to the OWNER as required by the Contract Documents.

Two site visits are included in this sub-task: one each at the time of substantial and final completions. Each visit is of an 8-hour duration, including travel time.

Task 5.3 - Training and Commissioning

Under the lead of the Construction Manager, the ENGINEER will assist in the review of the CONTRACTOR's training plan and instruction materials for compliance with the Contract Documents. If requested, the ENGINEER will provide instruction to OWNER personnel on the PROJECT objectives, design intent, and system operational procedures.

As requested by the OWNER and / or the Construction Manager, the ENGINEER will review the CONTRACTOR'S start-up and commissioning plan for the PROJECT. Commissioning is defined as the process in which the newly constructed facility will be placed into routine operation. The commissioning

process will include a planned, systematic approach to verify that facility systems operate as intended and there is an orderly transition from construction phase to routine operation. It is anticipated that the commissioning program will include three phases as follows:

- Phase I - Initial start-up in manual operating mode.
- Phase II - Transition into computer operating mode.
- Phase III - Transition from CONTRACTOR to OWNER operation.

The ENGINEER will assist with field commissioning of the PROJECT. The fee associated with this sub-task includes for 40 labor hours at the PROJECT site, including travel time and expenses.

Task 5.4 - Operations and Maintenance Manuals

Under this sub-task, the ENGINEER will review Operations and Maintenance (O&M) documents and manuals provided by equipment vendors that are forwarded by the Construction Manager.

Task 5 - Deliverables:

- Electronic files (AutoCAD and pdf versions), and two hard copies (one full-size set, one half-size set) of record drawings.
- Review comments.

EXHIBIT B
Recycled Water Project - Phases 1 -3 ESDC
City of Ukiah

Task Description			Tracy Clinton	Simon Gray	Mike Loneragan	Alice Chikerema		Ron Papa				Other Direct Costs (ODC)											Total Cost				
			PIC	PM	PE	Structural	E&IC	Staff	QA/QC	CAD	WP	Subconsultants					PECE		Mileage		ODC Cost						
												LACO Associates	SMB Enviro	Subtotal	Sub Consultant Markup (10%)	Sub Consultant Total	\$11.7										
																	Total Hours		Labor Cost	per hr		Printing		Trips	Amount		
			\$236	\$256	\$197	\$197	\$215	\$157	\$236	\$152	\$101																
1.0 Project Management and Administration During Construction																											
1.1 Project Management			4	40	0	0	0	0	0	4	48	\$11,588	\$0	\$0	\$0	\$0	\$0	\$562	\$0	0	\$0	\$562	\$12,150				
1.2 Quality Control			4	8	0	0	0	0	40	0	4	56	\$12,836	\$0	\$0	\$0	\$0	\$0	\$655	\$0	0	\$0	\$655	\$13,491			
Total Task 1.0			8	48	0	0	0	0	40	0	8	104	\$24,424	\$0	\$0	\$0	\$0	\$0	\$1,217	\$0	0	\$0	\$1,217	\$25,641			
2.0 Regulatory Agency Coordination and Funding Support																											
2.1 Regulatory Agency Coordination and Funding Support			24	8	0	0	0	16	0	0	0	48	\$10,224	\$0	\$0	\$0	\$0	\$0	\$562	\$0	4	\$540	\$1,102	\$11,326			
Total Task 2.0			24	8	0	0	0	16	0	0	0	48	\$10,224	\$0	\$0	\$0	\$0	\$0	\$562	\$0	4	\$540	\$1,102	\$11,326			
3.0 Engineering Services During Construction																											
3.1 Construction Contract Award			2	8	4	0	0	0	0	24	4	42	\$7,360	\$0	\$0	\$0	\$0	\$0	\$491	\$0	2	\$270	\$761	\$8,121			
3.2 Pre-Construction Conference			8	8	8	0	0	8	0	0	0	32	\$6,768	\$0	\$0	\$0	\$0	\$0	\$374	\$0	2	\$270	\$644	\$7,412			
3.3 Engineer's Site Observation			16	128	56	0	0	40	0	0	0	240	\$53,856	\$0	\$0	\$0	\$0	\$0	\$2,808	\$0	28	\$3,780	\$6,588	\$60,444			
3.4 Submittals Review			0	64	84	42	96	106	0	0	8	400	\$79,296	\$0	\$0	\$0	\$0	\$0	\$4,680	\$500	0	\$0	\$5,180	\$84,476			
3.5 Responses to Contractor's RFIs			0	48	48	36	96	84	0	0	8	320	\$63,472	\$0	\$0	\$0	\$0	\$0	\$3,744	\$200	0	\$0	\$0	\$63,472			
3.6 Review and Preparation of Design Clarifications			0	16	16	16	24	12	0	0	6	90	\$18,050	\$0	\$0	\$0	\$0	\$0	\$1,053	\$200	0	\$0	\$1,253	\$19,303			
Total Task 3.0			26	272	216	94	216	250	0	24	26	1,124	\$228,802	\$0	\$0	\$0	\$0	\$0	\$13,151	\$900	32	\$4,320	\$14,427	\$243,229			
4.0 Construction Observation																											
4.1 Structural Observation			0	8	0	48	0	0	0	0	0	56	\$11,504	\$0	\$0	\$0	\$0	\$0	\$655	\$0	6	\$810	\$1,465	\$12,969			
4.2 Geotechnical Observation			0	16	16	0	0	16	0	0	0	48	\$9,760	\$25,000	\$0	\$25,000	\$2,500	\$27,500	\$562	\$0	0	\$0	\$28,062	\$37,822			
4.3 Environmental Monitoring			0	8	0	0	0	16	0	0	0	24	\$4,560	\$0	\$7,500	\$7,500	\$750	\$8,250	\$281	\$0	0	\$0	\$8,531	\$13,091			
Total Task 4.0			0	32	16	48	0	32	0	0	0	128	\$25,824	\$25,000	\$7,500	\$32,500	\$3,250	\$35,750	\$1,498	\$0	6	\$810	\$38,058	\$63,882			
5.0 Project Commissioning and Closeout																											
5.1 Record Drawings			0	8	16	8	24	40	0	240	8	344	\$55,504	\$0	\$0	\$0	\$0	\$0	\$4,025	\$1,000	0	\$0	\$5,025	\$60,529			
5.2 Substantial and Final Completion Assistance			0	16	8	0	16	8	0	0	8	56	\$11,176	\$0	\$0	\$0	\$0	\$0	\$655	\$0	2	\$270	\$925	\$12,101			
5.3 Training and Commissioning			0	16	8	0	40	8	0	0	0	72	\$15,528	\$0	\$0	\$0	\$0	\$0	\$842	\$0	8	\$1,080	\$1,922	\$17,450			
5.4 Operations and Maintenance Manuals			0	4	4	0	8	8	0	0	0	24	\$4,788	\$0	\$0	\$0	\$0	\$0	\$281	\$0	0	\$0	\$281	\$5,069			
Total Task 5.0			0	44	36	8	88	64	0	240	16	496	\$86,996	\$0	\$0	\$0	\$0	\$0	\$5,803	\$1,000	10	\$1,350	\$8,153	\$95,149			
			TOTAL ALL TASKS			58	404	268	150	304	362	40	264	50	1,900	\$376,270	\$25,000	\$7,500	\$32,500	\$3,250	\$35,750	\$22,230	\$1,900	52	\$7,020	\$62,956	\$439,226

**CITY OF UKIAH
RECYCLED WATER PROJECT
Detailed Construction Management Scope of Services**

Tasks one through four detail the Scope of Work to be provided by the Carollo Construction Management (CM) team for the construction of this project,

TASK ONE: PRE-CONSTRUCTION SERVICES

Task 1.1 Bid Escrow document review

We will perform an escrow review of bid documents provided by the accepted bidder to determine completeness and conformance of the received bid package. Secure bid package for duration of construction contract to assist in negotiation and resolution of change orders and potential claims.

Task 1.2 Construction Contract compliance

We will review the contractor's contract execution for compliance with contract document requirements, state revolving loan fund requirements, including prevailing wage and apprenticeship program requirements, as well as compliance with all environmental documents.

Task 1.3 - Pre-Construction Conference

We will schedule, coordinate, and conduct one preconstruction conference. An agenda will be prepared in advance to notify attendees of key items for discussion. Meeting notes will be prepared and distributed to attendees within 10 days of the conference.

TASK TWO: SERVICES DURING CONSTRUCTION

Task 2.1 – Documentation System Set-up

We will initiate a web-based documentation system using EADOC for this project. This system will be provided by the construction manager (CM) for use by all project personnel. A training session will be held for City, designer and contractor personnel. The system will be tailored to meet the needs of each party and will be maintained by the CM for the duration of the project. After the project is completed, the documentation system will be maintained for the warranty period then downloaded and delivered to each party on indexed digital storage media.

Task 2.2 – Communication and Construction Management Plan

A project specific Construction Management Plan will be created for the project to establish project protocols, communications, and procedures.

Task 2.3 - Manage Field Inspection Personnel

We will provide resident inspection and our CM and/or resident engineer will manage the activities of the field inspection personnel, including the materials testing subcontractor. Our inspectors will prepare daily inspection reports, and summary weekly and monthly inspection reports to the City.

Task 2.4 - Track Submittals

We will coordinate and manage the shop drawing and submittal review process between the design engineer and the contractor. All submittals will be handled using the EADOC documentation system. We will screen all submittals and determine their completeness before reviewing them or forwarding them to the design engineer for review.

Task 2.5 - Prepare Field Memos and Clarifications

We will coordinate and manage preparation of field memos and clarifications of drawings and specifications between the design engineer and the contractor. Memos will be handled in EADOC to allow easy tracking of their status and outcome.

Task 2.6 - Track Requests for Information

We will coordinate and manage the RFI process between the design engineer and the contractor. All RFIs will be handled using the EADOC documentation system. We will screen all RFIs and determine their validity before responding to them or forwarding them to the design engineer for response.

Task 2.7 - Review Monthly Progress Payment Requests

We will evaluate the contractor's monthly progress payment requests from the contractor and recommend payment by the City if requirements are met. We will compare requested quantities to the actual quantities completed and negotiate the appropriate progress payment request with the contractor.

Task 2.8 - Review Construction Schedule

We will review and approve the contractor's construction schedule, including updates and revisions, in accordance with the contract documents. Our review will focus on key elements

such as logic, duration of activities, duration of startup and testing, and construction sequencing constraints and milestones.

Task 2.9 - Review Change Order Requests

We will review change order requests in conjunction with the design engineer to determine changes in scope and conditions. We will prepare independent cost estimates and negotiate with the contractor. We will prepare and process approved change orders and incorporate them into the contract. We will prepare a log for tracking all potential change orders and agreed upon change orders.

Task 2.10 - Resolve Conflicts

We will work with all parties involved to resolve potential conflicts before they become an issue.

Task 2.11 - Review Labor Compliance

We will monitor project records and review labor compliance of the contractor. We will work with the contractor to correct any deficiencies found and report status to the City

Task 2.12 – Review installation and maintenance of BMPs and Implementation of the SWPPP.

Our staff is educated in California's evolving stormwater policies. We will monitor the stormwater protection installed by the contractor and work with him to maintain it and report its effectiveness in accordance with the current state regulations.

Task 2.13 - Conduct Final Inspection and Issue Punchlists

We will schedule and conduct a final inspection of the completed facilities and issue punch lists of uncompleted items where necessary. We will also assist the City in negotiation of unsettled changes or disputes associated with these inspections. When the final punch list items have been completed or resolved, we will recommend acceptance by the City.

Task 2.14 - Documentation of Existing Site Conditions

We will prepare video and photographic records of initial site conditions before the contractor begins construction. Video documentation will be accompanied by a verbal description of existing conditions. A copy of the video and photographic documentation will be provided to the City.

Task 2.15 - Construction Inspection

We will provide a qualified inspector to monitor the contractor's compliance with the specifications requirements in placing the ductbanks and conduit runs. We will inspect and ensure conformance with the specifications on the placement and installation of electrical equipment. Wiring will be inspected for proper terminations and labeling. Installations will be monitored for compliance with NEC and other applicable codes.

Task 2.16 – Electrical Testing

We will work with the designer, contractor and vendors to determine all the required testing, then witness and document all site acceptance tests on electrical equipment. This includes witnessing all point-to-point checks and run tests for electrical equipment. We will confirm that circuit breaker settings conform to the values shown in the short circuit study and that all harmonic filters are correct and in place. All electrical testing results will be documented and filed in the project records.

Task 2.17 - Monitor Contractor's Compliance with Contract Documents

We will review and monitor the contractor's work against the contract documents to ensure compliance. We will report any non-conformances and deficiencies to the City and contractor and will work with the contractor to correct these deficiencies in a timely manner to the satisfaction of the City.

Task 2.18 – Review Certified Payroll

We will review the contractor and subcontractor certified payroll for compliance with State and Federal prevailing wage requirements. Any discrepancies will be identified and returned to the contractor for immediate correction. Violations will be addressed in accordance with the State Labor Code and Davis Bacon wage requirements. We will also conduct interviews with select contractor field personnel to confirm payroll conditions. Our certified payroll findings will be included in the monthly project progress report.

Task 2.19- Monitor Contractor's Compliance with CEQA Requirements

We will maintain a copy of the CEQA requirements and monitor the contractor's compliance against these requirements. We will periodically inform the City and contractor of compliance status and recommend a course of action to the City and contractor if these requirements are not being met.

Task 2.20- Monitor and Review Record Drawings

We will monitor and coordinate the contractor's recording and maintenance of field changes to plans and specifications during construction on a monthly basis, or more frequently as required. At the 50-, 75-, and 90-percent project completion levels, we will perform a review of the contractor's working record drawings for general completeness and advise him of status. We will approve progress payments beyond 90- percent completion contingent upon the acceptability of the working record drawings.

TASK THREE: MATERIAL TESTING

Task 3.1 - Provide Material Testing

A materials testing laboratory will be hired by the City to take quality assurance samples during construction and report to Carollo. We will coordinate callouts of the materials testing services firm with the contractor to efficiently use the testing firm. Testing results will be monitored for compliance with the contract documents. Discrepancies will be noted and the contractor will be directed to make necessary corrections.

TASK FOUR: STARTUP TESTING

Task 4.1 - Oversee Startup and Testing

We will oversee facilities acceptance testing and startup in cooperation with the contractor, design engineer, and City and plant staff. Startup and testing services will include assistance with comprehensive testing of functional equipment, sub-systems, and entire treatment processes.

Task 4.2 – Field Testing Reports and O&M Manuals

We will witness all field tests of equipment as described in the specifications and the vendor documentation. We will use test report forms as supplied by the vendors and the designer. Where no report forms are available, we will use our own in-house test forms with input from the designer and vendors. All test reports will be field with the equipment O&M manuals. All vendor O&M manuals will be reviewed for completeness, including all recommended maintenance procedures, calibration requirements, and spare parts lists.



**CITY OF UKIAH
RECYCLED WATER PROJECT
CONSTRUCTION MANAGEMENT SERVICES**

COST PROPOSAL

	Construction Manager/PIC (Hours)	Resident Engineer (Hours)	Pipeline and CCB Inspector (Hours)	Pump Station/Pond Inspector (Hours)	Elect/I&C Inspection (Hours)	Field Clerk (Hours)	Total Hours per Task	Total Labor Cost per task
Rate	\$ 265.00	\$ 170.00	\$ 155.00	\$ 155.00	\$ 155.00	\$ 110.00		
Task 1 Pre-Construction Services	40	24	8	8	8	40	128	\$ 22,800
Task 2 Services During Construction	280	1600	1592	1253	1300	316	6341	\$ 1,023,435
Task 3 Material Testing Coordination	16	240	40	40	40	0	376	\$ 63,640
Task 4 Start-up and Testing	72	176	80	320	392	40	1080	\$ 176,160
Total Hours	408	2040	1720	1621	1740	396	7925	\$ 1,286,035

Carollo Budget	\$ 1,286,035
ODCs, Travel and Subsistence	\$ 143,495
Escalation	\$ 12,861
Other Subconsultants and Expenses	\$ -
TOTAL FEE	\$ 1,442,391

Notes:

1. Budget is based upon a 12 month effort construction schedule starting in October 2017.
2. Budget is based upon an estimated level of effort based upon our interpretation of the design documents. The final scope will be negotiated with the client to meet their needs.
3. Material testing, construction field offices, utilities, and field equipment to be supplied by others
4. Budget assumes no special inspections.
5. Level of effort (staffing) is estimated based upon review to date of drawings and specifications and discussions with City personnel.
6. Other Direct Costs (ODCs) are billed at Cost plus 5% markup. Travel and Subsistence is billed as actual cost only.



ITEM NO.: 12c

MEETING DATE: June 21, 2017

AGENDA SUMMARY REPORT

SUBJECT: DISCUSSION AND ACTION REGARDING THE FORMATION OF A FORCE ACCOUNTING AD HOC TO REVIEW AND IMPROVE THE PROCEDURES FOR COMPLYING WITH THE COST ACCOUNTING POLICIES AND PROCEDURES MANUAL COMMONLY KNOWN AS FORCE ACCOUNT PROCEDURES

Summary: The City Council will consider the formation of a Force Accounting Ad hoc to work with staff from several different maintenance departments to continue the process of complying with the Cost Accounting Policies and Procedures Manual as issued by the California Uniform Public Construction Cost Accounting Commission.

Background and Discussion: The State Controller of the State of California has produced a manual titled "Cost Accounting Policies and Procedures Manual of the California Uniform Public Construction Cost Accounting Commission" (Procedures). The City of Ukiah is signatory to the procedures and has done so by resolution. Information about the commission can be found at: http://www.sco.ca.gov/ard_cuccac.html. On this web site and attached to this report are Frequently Asked Questions (Attachment 1) about the commission and the procedures.

The procedures affect both rules for public bidding, as well as the performance of public works projects with a city's workforce. The procedures also require detailed record keeping of public works projects performed by agency staff.

In the past few months, the City Clerk has had a few public records requests for information regarding different work performed throughout the City. Several City Council Members have also asked the Director of Public Works for more information on the cost accounting procedures and the efforts by staff to comply. Compliance with the procedures was an issue a number of years ago for the City from which the City developed implementation practices. Over the years, the City has also participated and coordinated training efforts with the County of Mendocino, North Coast Builder's Exchange, Construction Industry Force Account Council (CIFAC), State of California, and other stakeholders and consultants. As part of the City's efforts for ongoing best practices, it is time to review the City's methods for compliance and implement changes if appropriate. In order to provide consistent information to City Council Members and the public, City staff would like to form a Council Ad hoc on the matter. This Ad hoc would review the current procedures and work to revise implementation guidelines.

FISCAL IMPACT: N/A

RECOMMENDED ACTION(S): Appoint two members of the City Council to serve on a Force Accounting Ad Hoc to discuss procedures for the City's compliance with the force accounting manual and recommend policies for implementation

ALTERNATIVES: N/A

Citizens advised: N/A
Requested by: Tim Eriksen, Director of Public Works / City Engineer
Contact/Prepared by: Tim Eriksen, Director of Public Works / City Engineer
Coordinated with: Sage Sangiacomo, City Manager
Presenter: Tim Eriksen, Director of Public Works / City Engineer
Attachments: 1. California Uniform Public Construction Cost Accounting Act, FAQ

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

CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT FREQUENTLY ASKED QUESTIONS (FAQs)

These FAQs have been compiled to assist agencies that are participating in the California Uniform Public Construction Cost Accounting Act (“the Act”). Public Contract Code section 22000 et seq., unless stated otherwise, all references are to the Public Contract Code.

1. What is the Uniform Public Construction Cost Accounting Act?

The Act is legislation that was enacted in 1983 to help promote “uniformity of the cost accounting standards and bidding procedures on construction work performed or contracted by public entities in the state.” Section 22001. The Act is a voluntary program that is available to all public entities in the State but it only applies to those public agencies that have “opted in” to the provisions set forth by the Act. The entirety of the Act is found at Sections 22000-22045.

2. What are some of the key provisions of the Act?

The Act allows for public project work in the amount of \$45,000 or less to be performed by the public agency’s force account, by negotiated contract, or by purchase order. Section 22032(a). Public projects in the amount of \$175,000 or less can use the informal bidding procedures set forth in the Act in Section 22032(b). Public projects at a cost of more than \$175,000 shall use formal bidding procedures to let the contract pursuant PCC Section 22032(c).

3. What are the benefits of the program?

- a) Increased force account limit
- b) Informal bidding for projects that are \$175,000 or less which do not require advertising.
- c) Reduces the number of formal bids.
- d) Expedited contracting for small projects.

Many participants laud the program because it gives them more leeway in the execution of public works projects; has speeded up the awards process; has improved timeliness of the project completion; has eliminated considerable red tape and cumbersome paperwork relative to advertising and filing of reports; and has simplified administration. Many agencies have encountered only minimal challenges with the accounting requirements and the overhead portion. Moreover, where required, the adjustment was relatively simple; most of the required procedures were already actually in place, so there was no noticeable change in the existing operations. The Standard Accounting Codes Structure will satisfy the reporting requirements when used properly.

4. Is the Uniform Public Construction Cost Accounting Act mandatory for public agencies?

No. The Act is a voluntary program

5. How does a public agency become subject to the Act?

The governing body must elect by resolution to become subject to the Act and file a copy of the resolution with the State Controller's Office. Section 22030. Sample documents are available at: http://www.sco.ca.gov/ard_cuccac.html. Once an agency has opted into the Act it will remain a part of the program.

6. May a public agency withdraw from the Act?

Yes. An agency may withdraw from the Act by filing a resolution of the agency's election to withdraw with the State Controller's Office.

7. What is the California Uniform Construction Cost Accounting Commission?

It is the Commission created to administer the Act. Section 22010. It consists of fourteen (14) members: thirteen (13) members are appointed by the State Controller and one is a designated member of the Contractors' State License Board. Seven members represent the public sector (counties, cities, school districts, and special districts). Six members represent the private sector (public works contractors and unions). The Commission members receive no salary, but are eligible for reimbursement of their direct expenses related to the Commission.

8. What are the Uniform Public Construction Cost Accounting Procedures?

They are procedures to be used to estimate costs for determining if a public project is required to be bid out and to capture and record actual costs when a public project is performed by the agency's own work force found at www.sco.ca.gov/ard_cuccac.html. The procedures follow normal accounting in the industry and in many cases are not much different from those already in place at the agency. Sample forms are available in the CUCCAC Cost Accounting Policies and Procedures Manual at http://www.sco.ca.gov/Files-ARD-Local/CUCCAC_Manual.pdf

School districts may use the Standard Accounting Code Structure to comply with the tracking requirements.

9. Are the cost accounting policies and procedures applicable for agencies whose work force only performs maintenance tasks as defined in the Act and that contract all of its public projects to third parties?

The cost accounting policies and procedures are only applicable for agencies that perform public project work by force account. This does not exclude from the program agencies whose public projects are all contracted out. In fact, they might want to review the benefits available and elect to participate now in the event conditions change at some time in the future.

10. What is meant by the term "qualified contractors" as it pertains to the Act?

Qualified contractors are legally qualified contractors who perform work as a licensed contractor. In addition, the Commission has determined that nothing in the Act prohibits a participating agency from, at their discretion, using an objective pre-qualification process in the formation and maintenance of their Qualified Contractors lists.

11. Can a public agency disqualify or exclude certain contractors from the Qualified Contractors List required in Section 22034(a)(1)?

Agencies may disqualify contractors from the Qualified Contractors List when a contractor fails to furnish information to meet the minimum criteria as established by the Commission.

12. For agencies that do not maintain an informal bidders list, are they allowed to choose who will get notifications on information projects?

No. Section 22034(a)(2) provides for notifications to construction trade journals and exchanges in lieu of sending notifications to contractors on an informal bidders list.

13. What is the difference between qualifying contractors under the Act and requalification of contractors under Section 20101?

Qualifying contractors is a process that allows contractors to register with a public agency for notification of public works opportunities. The prequalification process under Section 20101 is a more complex process that requires a standardized questionnaire and evaluation of contractors using standard scoring criteria and does not apply to the Act. The prequalification process is applicable under the Local Agency Public Construction Act.

14. Must a public agency: (1) Notify contractors about public projects if the contractor is believed to not have the skills, credentials, or experience to perform the work required for the public project? (2) Consider bids submitted by a contractor that the public agency believes does not have the skills, credentials, or experience to perform the work?

- a) Yes. If a contractor is on the Qualified Contractors List the contractor must be notified by the agency of public projects for which he is licensed to perform. Section 22034(a)(1)
- b) Yes. All bids received from qualified contractors must be considered. Section 22034(a)(1).

15. Does the Act allow flexibility in cases of emergency and when repair or replacements are necessary to permit the continued conduct of the operations or services of a public agency?

For the purposes of the Public Contract Code, “emergency” is defined at Section 1102 as “a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.” The Act sets forth in Section 22035(a) how a governing body would proceed in the case of emergency repairs or replacements. This section states, “In cases of emergency when repair or replacements are necessary, the governing body may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the governing body, by contractor, or by a combination of the two.” Section 22050 et seq., provides the emergency contract procedures to be followed in these cases.

16. Do the alternative bidding procedures apply only to public projects as defined in Section 22002(c)?

No. The alternative bidding procedures can be used when contracting for “maintenance work” as defined at Section 22002(d) or when contracting for other work that does not fall within the definition of “public work” as defined in Section 22002(c).

17. What will membership in the Act cost my agency?

Nothing. There are no membership fees or dues. However, the Commission does accept grants to assist it in carrying out its duties. Section 22015(c).

18. What are the most common concerns addressed by the Act?

These are:

- a) Cost accounting policies and procedures;
- b) Informal bidding procedures;
- c) Accounting procedures review.

The cost accounting requirements follow those common to the construction industry. The informal bidding on public projects up to \$175,000 is seen by the agencies as an asset enhancing project completion. Maintenance of a Qualified Contractor Bid List is routine, since interested contractors make it a point to be included on the list. While an accounting procedures review could potentially hold up a project for a minimum of 45 days pursuant to Section 22043(c)(1), these types of reviews have been rare in the Commission’s history.

19. Does an agency have to calculate an overhead rate in order to apply the accounting procedures?

No. Cities with populations of less than 75,000 shall assume an overhead rate equal to 20% of the total costs of the public project, including the costs of material, equipment and labor. Section 22017(b)(1). Cities with a population of more than 75,000, may either calculate an actual overhead or assume an overhead rate of 30% of the total costs of a public project including the costs of material, equipment and labor. Section 22017(b)(2).

20. When a public entity opts into the Act, does the Act supersede other contracting legal requirements such as statutory requirements for performance bonds, prevailing wages, and certificates of insurance, etc.?

No. The Act only supersedes the bidding procedures used once a public agency has opted into the Act and has notified the Controller. All other contracting requirements are applicable.

21. Can a public agency, claim to be to be exempt from following all of the requirements in the Public Contract Code by claiming they only have to follow the language and procedures within the Act?

The Act is part of the Public Contract Code therefore, if the Act is silent on a particular matter the rest of the Public Contract Code would apply.

22. If public agencies are not following the advertising requirements in the Act, will the Commission address those agencies? Can a complaint be brought to the Commission?

No. The Commission cannot review any complaint of improper advertising by any public agency. The Commission can only review the accounting procedures of a public agency when a complaint from an interested party provides evidence that the participating agency:

1. Performs work, after rejecting all bids, claiming it can do it less expensively. (Section 22042(a))
2. The work performed exceeded the force account limits. (Section 22042(b))
3. The work has been improperly classified as maintenance. (Section 22042(c))
4. A public agency is accused of not complying with the informal bidding procedures set forth at Section 22034. (Section 22042.5)

23. Section 20112 specifically requires school districts to advertise twice for a two week period, while Section 22037 requires advertising once, 14 days in advance of the date of opening of bids. How do participating school districts reconcile this conflict?

When the Act is in conflict with any other section in the Public Contract Code, the Act shall supersede. Advertising once, 14 days in advance of the date of opening of bids is what is required by the Act. Districts participating in the Act may choose to maximize their outreach by continuing to advertise twice.

24. May a public agency contract separately for like work at the same site at the same time using the under \$45,000 Force Account method?

No. Section 22033 provides that, “It shall be unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of this article requiring work to be done by contract after competitive bidding”. Separating “like work” would only be permitted as long as the total of all the “like work” is less than \$45,000. If the work is more than \$45,000, the work needs to be advertised and bid according to the provisions of the Act (i.e. bid informally if the total amount is less than \$175,000 and bid formally if the total amount exceeds \$175,000).

25. May a public agency bid out 2 separate projects that occur at the same time and site, but are different types of work?

Yes, there is no violation if the work is being competitively bid. If the agency wants to use the negotiated or informal bidding processes, the agency must apply the appropriate limits to each of the projects. Each project must be separate in scope. Projects may not be separated by trade to avoid bidding. If the total of all jobs is greater than \$45,000; the informal or formal bid limits will apply.

26. Does a value need to be assigned to the volunteer labor when the California Conservation Corps, or some such volunteer organization provides volunteer labor on a public project?

No. Volunteer labor from the California Conservation Corps, or some such volunteer organization does not need to be included as a cost of a public project for bid limits purposes where no costs are associated with the volunteer labor.

27. Does a public agency by opting into the Act, automatically bring all departments of the public agency into the Act?

Yes. When a public agency elects to become subject to the uniform construction cost accounting procedures, the entire legal entity is considered subject to the Act and no divisions or departments will be exempt.

28. When a public agency opts into the Act, does it automatically bring all districts under control of the Board into the Act?

No. Special Districts, which are governed by a board of supervisors or city council, are only subject if a separate election is made for each special district.

29. PCC 22034 requires that participating agencies adopt an Informal Bidding Ordinance. What do schools and special districts that cannot adopt Ordinances do to comply?

The Commission cannot provide legal advice. The school districts and special districts should check with their own legal counsel on how to comply with Section 22034.

Additional inquiries and questions can be directed to:

State Controller's Office

Local Government Programs and Services Division

Local Government Policy Section

P.O. Box 942850

Sacramento, CA 94250

or email LocalGovPolicy@sco.ca.gov



CIFAC

Construction Industry Force Account Council



Creating and Preserving Public Works Construction Job Opportunities



**CONSTRUCTION INDUSTRY
FORCE ACCOUNT COUNCIL**

P.O. Box 1292
Miwuk, CA 95346

209-770-1283 mobile
209-677-3994 fax
www.cifac.org web

Michelle Tucker

Central

Regional Compliance Manager

mtucker@cifac.org

Warehouse	Description
1	Warehouse 1
2	Warehouse 2
3	Warehouse 3
4	Warehouse 4
5	Warehouse 5
6	Warehouse 6
7	Warehouse 7
8	Warehouse 8
9	Warehouse 9
10	Warehouse 10
11	Warehouse 11
12	Warehouse 12
13	Warehouse 13
14	Warehouse 14
15	Warehouse 15
16	Warehouse 16
17	Warehouse 17
18	Warehouse 18
19	Warehouse 19
20	Warehouse 20
21	Warehouse 21
22	Warehouse 22
23	Warehouse 23
24	Warehouse 24
25	Warehouse 25
26	Warehouse 26
27	Warehouse 27
28	Warehouse 28
29	Warehouse 29
30	Warehouse 30
31	Warehouse 31
32	Warehouse 32
33	Warehouse 33
34	Warehouse 34
35	Warehouse 35
36	Warehouse 36
37	Warehouse 37
38	Warehouse 38
39	Warehouse 39
40	Warehouse 40
41	Warehouse 41
42	Warehouse 42
43	Warehouse 43
44	Warehouse 44
45	Warehouse 45
46	Warehouse 46
47	Warehouse 47
48	Warehouse 48
49	Warehouse 49
50	Warehouse 50
51	Warehouse 51
52	Warehouse 52
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56	Warehouse 56
57	Warehouse 57
58	Warehouse 58
59	Warehouse 59
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62	Warehouse 62
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64	Warehouse 64
65	Warehouse 65
66	Warehouse 66
67	Warehouse 67
68	Warehouse 68
69	Warehouse 69
70	Warehouse 70
71	Warehouse 71
72	Warehouse 72
73	Warehouse 73
74	Warehouse 74
75	Warehouse 75
76	Warehouse 76
77	Warehouse 77
78	Warehouse 78
79	Warehouse 79
80	Warehouse 80
81	Warehouse 81
82	Warehouse 82
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84	Warehouse 84
85	Warehouse 85
86	Warehouse 86
87	Warehouse 87
88	Warehouse 88
89	Warehouse 89
90	Warehouse 90
91	Warehouse 91
92	Warehouse 92
93	Warehouse 93
94	Warehouse 94
95	Warehouse 95
96	Warehouse 96
97	Warehouse 97
98	Warehouse 98
99	Warehouse 99
100	Warehouse 100

[illegible]

[illegible]

Work Orders

[illegible]

S HOPE ST
300

W STEPHENSON ST
800

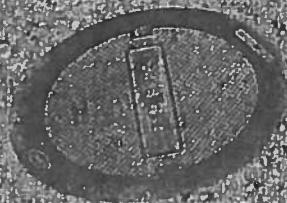
6/29/2014 14:34

STARTED

STOP



Saw Cut 1



6/29/2014 14:34

3

Church + Barnes

City of Ukiah

BI-WEEKLY TIME CARD

DEPARTMENT: Water & Sewer

EMPLOYEE: Aguilar John

PERIOD: 03/13/16 to 03/26/16

EMPLOYEE NUMBER 10167

Date:	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	TOTAL				Work Out of Classification			
	13	14	15	16	17	18	19	20	21	22	23	24	25	26	Reg Time	Over Time	Stand By	CT Earned	Dates	Assignment		
Water		9.00	9.00	7.50		8.00			3.00			3.00			39.50							
City Sewer					4.00					9.00	9.00	6.00			28.00							
UVSD Sewer					5.00										5.00							
Overtime	215									0.50						0.50						
OT - Call Out	218																					
Sick	305																					
Family Sick	306								6.00						6.00							
Vacation	300				1.50										1.50							
Holiday	315																					
Standby	200																					
Jury Duty	360																					
Bereavement	340																					
Personal Leave	325																					
CT Earned	310																					
CT Taken	320																					
Other																						
Job Costs & Special Accounts																			Finance Department Use Only			
																			80.50			
DAILY TOTAL		9.0	9.0	9.0	9.0	8.0			9.0	9.5	9.0	9.0			80.00	0.50						

REDACTED

Comments:

Employee Signature:

Reviewed & Approved:

Don Hunt

City of Ukiah

BI-WEEKLY TIME CARD

DEPARTMENT: Water & Sewer

EMPLOYEE: Dogali Mario

PERIOD: 03/13/16 to 03/26/16

EMPLOYEE NUMBER 10093

Date:	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	TOTAL				Work Out of Classification	
	13	14	15	16	17	18	19	20	21	22	23	24	25	26	Reg Time	Over Time	Stand By	CT Earned	Dates	Assignment
Water			9.00		9.00	8.00			9.00	9.00	9.00				53.00				3/24/2016	Lead Worker
City Sewer		4.00		9.00								6.00			19.00				PA = 9 hrs	
UVSD Sewer		5.00													5.00					
Overtime	215									0.50						0.50			610 = \$11.26	
OT - Call Out	218																			
Sick	305																			
Family Sick	306																			
Vacation	300																			
Holiday	315																			
Standby	200											2.00	2.00	4.00			8.0			
Jury Duty	360																			
Bereavement	340																			
Personal Leave	325																			
CT Earned	310																			
CT Taken	320																			
Other (2932)																				
Job Costs & Special Accounts																				
82024414.51110-16009												3.00			3.00				Finance Department Use Only 88.50	
DAILY TOTAL		9.0	9.0	9.0	9.0	8.0			9.0	9.5	9.0	11.0	2.0	4.0	80.00	0.50	8.0			

Comments:

Employee Signature:

REDACTED

Reviewed & Approved:

Dan Hunt

City of Ukiah

BI-WEEKLY TIME CARD

DEPARTMENT: Water & Sewer

EMPLOYEE: Eddie Jim

PERIOD: 03/13/16 to 03/26/16

EMPLOYEE NUMBER 10330

Date:	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	TOTAL				Work Out of Classification	
	13	14	15	16	17	18	19	20	21	22	23	24	25	26	Reg Time	Over Time	Stand By	CT Earned	Dates	Assignment
Water									9.00						9.00					
City Sewer										9.00	9.00	4.50			22.50					
UVSD Sewer		5.00													5.00					
Overtime	215																			
OT - Call Out	218																			
Sick	305																			
Family Sick	306																			
Vacation	300										1.50				1.50					
Holiday	315																			
Standby	200																			
Jury Duty	360																			
Bereavement	340																			
Personal Leave	325		9.00	9.00	6.00										24.00					
CT Earned	310									0.75								0.75		
CT Taken	320	4.00			3.00	8.00									15.00					
Other																				
Job Costs & Special Accounts																				Finance Department Use Only 80.75
82024414.51110-16009											3.00				3.00					
DAILY TOTAL		9.0	9.0	9.0	9.0	8.0			9.0	9.8	9.0	9.0			80.00			0.75		

Comments:

Employee Signature:

REDACTED

Reviewed & Approved:

Dave Hunt

City of Ukiah

BI-WEEKLY TIME CARD

DEPARTMENT: Water and Sewer

EMPLOYEE: Kirby Nick

PERIOD: 03/13/16 to 03/26/16

EMPLOYEE NUMBER 10331

Date:	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	TOTAL				Work Out of Classification	
	13	14	15	16	17	18	19	20	21	22	23	24	25	26	Reg Time	Over Time	Stand By	CT Earned	Dates	Assignment
Regular			9.00		9.00	8.00			9.00			2.00			37.00					
City Sewer		4.00		9.00						9.00	9.00				31.00					
UVSD Sewer		5.00													5.00					
Overtime	215									0.50						0.50				
OT - Call Out	218																			
Sick	305																			
Family Sick	306																			
Vacation	300										4.00				4.00					
Holiday	315																			
Standby	200																			
Jury Duty	360																			
Bereavement	340																			
Personal Leave	325																			
CT Earned	310																			
CT Taken	320																			
Other																				
Job Costs & Special Accounts																				Finance Department Use Only
82024414.51110-18009											3.00				3.00					
DAILY TOTAL		9.0	9.0	9.0	9.0	8.0			9.0	9.5	9.0	9.0			80.00	0.50				

REDACTED

Comments:

Employee Signature:

Reviewed & Approved: *Dan Hunt*

City of Ukiah

BI-WEEKLY TIME CARD

DEPARTMENT: Water & Sewer

EMPLOYEE: Pierachini Kevin

PERIOD: 03/13/16 to 03/26/16

EMPLOYEE NUMBER 10096

Date:	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	TOTAL				Work Out of Classification	
	13	14	15	16	17	18	19	20	21	22	23	24	25	26	Reg Time	Over Time	Stand By	CT Earned	Dates	Assignment
Water									9.00			3.00			12.00				3/18/2016	Service Attendant
City Sewer		4.00		9.00	9.00					9.00	5.00	6.00			42.00				3/23/2016	Service Attendant
UVSD Sewer		5.00													5.00				AD = 8.0 hrs	
Overtime	215																			
OT - Call Out	218																		6.00 = \$10.69	
Sick	305																			
Family Sick	306																			
Vacation	300			9.00											9.00					
Holiday	315																			
Standby	200						2.00										2.0			
Jury Duty	360																			
Bereavement	340																			
Personal Leave	325																			
CT Earned	310				1.50		3.00			0.75								5.25		
CT Taken	320																			
Other						8.00					4.00				12.00					
Job Costs & Special Accounts																			Finance Department Use Only 87.25	
DAILY TOTAL		9.0	9.0	9.0	10.5	8.0	5.0		9.0	9.8	9.0	9.0			80.00		2.0	5.25		

Comments:

Employee Signature:

REDACTED

Reviewed & Approved: Dan Pierachini

City of Ukiah

BI-WEEKLY TIME CARD

DEPARTMENT: Water & Sewer

EMPLOYEE: Waddington Don

PERIOD: 03/13/16 to 03/26/16

EMPLOYEE NUMBER 10192

Date:	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	TOTAL				Work Out of Classification		
	13	14	15	16	17	18	19	20	21	22	23	24	25	26	Reg Time	Over Time	Stand By	CT Earned	Dates	Assignment	
Water		9.00	9.00	9.00		8.00									35.00						
City Sewer					4.00					9.00	9.00	6.00			28.00						
UVSD Sewer					5.00										5.00						
Overtime	215									0.50						0.50					
OT - Call Out	218																				
Sick	305																				
Family Sick	306																				
Vacation	300								9.00						9.00						
Holiday	315																				
Standby	200																				
Jury Duty	360																				
Bereavement	340																				
Personal Leave	325																				
CT Earned	310																				
CT Taken	320																				
Other																					
Job Costs & Special Accounts																				Finance Department Use Only 80.50	
82024414.51110-16009												3.00			3.00						
DAILY TOTAL		9.0	9.0	9.0	9.0	8.0			9.0	9.5	9.0	9.0			80.00	0.50					

Comments:

Employee Signature

REDACTED

Reviewed & Approved:

Don Waddington

4

City of Ukiah

BI-WEEKLY TIME CARD

DEPARTMENT: Water & Sewer

EMPLOYEE: Dogali Mario

PERIOD: 07/06/14 to 07/19/14

EMPLOYEE NUMBER 10093

Date:	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	TOTAL				Work Out of Classification		
	6	7	8	9	10	11	12	13	14	15	16	17	18	19	Reg Time	Over Time	Stand By	CT Earned	Dates	Assignment	
Water			9.00	9.00	4.00				9.00	9.00	4.50	2.50			47.00				7/11/2014	Service Attendant	
City Sewer					5.00						4.50	6.50			16.00					Pay Diff 8 hrs	
UVSD Sewer																					
Overtime	215																		600	\$9.95	
OT - Call Out	218												2.00			2.00					
Sick	305																				
Family Sick	306																				
Vacation	300	9.00													9.00						
Holiday	315																				
Standby	200											2.00	2.00	4.00			8.0				
Jury Duty	360																				
Bereavement	340																				
Personal Leave	325																				
CT Earned	310																				
CT Taken	320																				
Other (2932)						8.00									8.00						
Job Costs & Special Accounts																				Finance Department Use Only	
																			90.0		
DAILY TOTAL		9.0	9.0	9.0	9.0	8.0			9.0	9.0	8.0	11.0	2.0	6.0	80.00	2.00	8.0				

REDACTED

Comments:

Employee Signature:

Reviewed & Approved:

Don Brown

City of Ukiah

BI-WEEKLY TIME CARD

DEPARTMENT: Water & Sewer

EMPLOYEE: Aguilar John

PERIOD: 07/06/14 to 07/19/14

EMPLOYEE NUMBER 10167

Date:	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	TOTAL				Work Out of Classification	
	6	7	8	9	10	11	12	13	14	15	16	17	18	19	Reg Time	Over Time	Stand By	CT Earned	Dates	Assignment
Water			9.00	9.00	4.00	8.00			9.00	9.00		2.00			50.00				7/16/2014	Service Attendant
City Sewer					5.00							3.00			8.00				Pay Diff	
UVSD Sewer																				
Overtime	215										1.50					1.50			600	#10.29
OT - Call Out	218						3.00	8.00		2.00						13.0				
Sick	305																			
Family Sick	306																			
Vacation	300	9.00									4.00				13.00					
Holiday	315																			
Standby	200					2.00	4.00	4.00									10.0			
Jury Duty	360																			
Bereavement	340																			
Personal Leave	325																			
CT Earned	310																			
CT Taken	320																			
Other											9.00				9.00					
Job Costs & Special Accounts																			Finance Department Use Only	
																			104.50	
DAILY TOTAL		9.0	9.0	9.0	9.0	10.0	4.0	7.0	17.0	9.0	12.5	9.0			80.00	14.5	10.0			

9.0

REDACTED

Comments:

Employee Signature:

Reviewed & Approved:

Don Brown

City of Ukiah

BI-WEEKLY TIME CARD

DEPARTMENT: Water & Sewer

EMPLOYEE: Waddington Don

PERIOD: 07/06/14 to 07/19/14

EMPLOYEE NUMBER 10192

Date:	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	TOTAL				Work Out of Classification				
	6	7	8	9	10	11	12	13	14	15	16	17	18	19	Reg Time	Over Time	Stand By	CT Earned	Dates	Assignment			
Start & End Times																							
Water					4.00	4.00				9.00					17.00				7/11/2014	Lead Worker			
City Sewer					5.00	4.00					4.50	6.50			20.00				Pay Diff				
UVSD Sewer											4.50				4.50								
Overtime	215																		610	\$19.48			
OT - Call Out	218																						
Sick	305																						
Family Sick	306			9.00	9.00										18.00								
Vacation	300											2.50			2.50								
Holiday	315																						
Standby	200																						
Jury Duty	360																						
Bereavement	340																						
Personal Leave	325																						
CT Earned	310																						
CT Taken	320		9.00						9.00						18.00								
Other																							
Job Costs & Special Accounts																				Finance Department Use Only			
DAILY TOTAL		9.0	9.0	9.0	9.0	8.0			9.0	9.0	9.0	9.0			80.00								

REDACTED

Comments:

Employee Signature

Reviewed & Approved:

Don Brown

City of Ukiah

BI-WEEKLY TIME CARD

DEPARTMENT: Water & Sewer

EMPLOYEE: Pierachini Kevin

PERIOD: 07/06/14 to 07/19/14

EMPLOYEE NUMBER 10096

Date:	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	TOTAL				Work Out of Classification		
	6	7	8	9	10	11	12	13	14	15	16	17	18	19	Reg Time	Over Time	Stand By	CT Earned	Dates	Assignment	
Start & End Times																					
Water		2.00	3.50	9.00	4.00	4.00				9.00	9.00				40.50				7/17/2014	Service Attendant	
City Sewer		5.00			5.00	4.00									14.00					Pay Cliff 9 hrs	
UVSD Sewer		2.00													2.00						
Overtime	215																		600	# 12.03	
OT - Call Out	218																				
Sick	305																				
Family Sick	306																				
Vacation	300		5.50												5.50						
Holiday	315																				
Standby	200																				
Jury Duty	360								9.00						9.00						
Bereavement	340																				
Personal Leave	325																				
CT Earned	310								12.00									12.00			
CT Taken	320																				
Other											9.00				9.00						
Job Costs & Special Accounts																				Finance Department Use Only	
																				92.0	
DAILY TOTAL		9.0	9.0	9.0	9.0	8.0			21.0	9.0	9.0	9.0			80.00			12.00			

REDACTED

Comments:

Employee Signature:

Reviewed & Approved:

Don Brown

City of Ukiah

BI-WEEKLY TIME CARD

DEPARTMENT: Water and Sewer

EMPLOYEE: Kirby Nick

PERIOD: 06/22/14 to 07/05/14

EMPLOYEE NUMBER 10331

Date:	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	TOTAL				Work Out of Classification		
	22	23	24	25	26	27	28	29	30	1	2	3	4	5	Reg Time	Over Time	Stand By	CT Earned	Dates	Assignment	
Regular		9.00	3.00	4.00	9.00	8.00						9.00			42.00						
City Sewer			6.00	5.00					9.00	9.00	9.00				38.00						
UVSD Sewer																					
Overtime	215					1.00										1.00					
OT - Call Out	218																				
Sick	305																				
Family Sick	306																				
Vacation	300																				
Holiday	345												8					8			
Standby	200																				
Jury Duty	360																				
Bereavement	340																				
Personal Leave	325																				
CT Earned	310																				
CT Taken	320																				
Other																					
Job Costs & Special Accounts																				Finance Department Use Only 89.0	
DAILY TOTAL		9.0	9.0	9.0	9.0	9.0			9.0	9.0	9.0	9.0			80.00	1.00		8			

Comments:

Employee Signature:

Reviewed & Approved: *Dan Hunt*

REDACTED

City of Ukiah

BI-WEEKLY TIME CARD

DEPARTMENT: Water & Sewer

EMPLOYEE: Eddie Jim

PERIOD: 06/22/14 to 07/05/14

EMPLOYEE NUMBER 10330

Date:	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	TOTAL				Work Out of Classification	
	22	23	24	25	26	27	28	29	30	1	2	3	4	5	Reg Time	Over Time	Stand By	CT Earned	Dates	Assignment
Water			4.00	9.00							9.00				22.00				6/27/2014	Service Attendant
City Sewer		4.50	2.50		9.00				9.00		9.00				34.00					Pay Diff
UVSD Sewer		4.50	2.50							9.00					16.00					
Overtime	215																		675	\$ 8.10
OT - Call Out	218																			
Sick	305																			
Family Sick	306																			
Vacation	300																			
Holiday	316											8						8		
Standby	200																			
Jury Duty	360																			
Bereavement	340																			
Personal Leave	325																			
CT Earned	310					1.50												1.50		
CT Taken	320																			
Other						8.00									8.00					
Job Costs & Special Accounts																			Finance Department Use Only	
																			89.50	
DAILY TOTAL		9.0	9.0	9.0	9.0	9.5			9.0	9.0	9.0	9.0			80.00			9.50		

Comments:

Employee Signature:

Reviewed & Approved:

Dan Hunt

REDACTED

Department of Industrial Relations
Division of Occupational Safety and Health
Cal/OSHA Enforcement - Sacramento District Office
2424 Arden Way, Suite 165
Sacramento, CA 95825
Phone: (916) 263-2800 Fax: (916) 263-2798



July 9, 2014

City of Ukiah
300 Seminary St
Ukiah, CA 95482

Dear Employer:

The Division of Occupational Safety and Health has received a complaint alleging the following condition(s) at your workplace at Between Barns & Church St, Ukiah, which may be a violation of the Safety Orders found in Title 8 of the California Code of Regulations.

The Code Sections and Alleged Condition(s):

1. 1541: Trench deeper than 5 feet with no shoring.

To review a Section directly, go to: www.dir.ca.gov/title8/####.html, substituting the above Section for the #s. For example, for Section 3203, enter www.dir.ca.gov/title8/3203.html.

To review a Section and see the other available online information, go to: www.dir.ca.gov; scroll down and then click on Laws & Regulations; then click on California Code of Regulations - Title 8; then click on Cal/OSHA; and then enter the Section number listed above and press Enter.

The Division has not determined whether the hazards, as alleged, exist at your workplace and, at this time, the Division does not intend to conduct an inspection of your workplace.

However, you are required to investigate the alleged condition(s) and notify this Office in writing no later than fourteen (14) calendar days after receipt of this letter whether the alleged condition(s) exist and, if so, specify the corrective action(s) you have taken and the estimated date when the corrections will be completed.

Please include any written documentation, e.g., equipment purchase orders or contracts for corrective work, and photographs, if appropriate, in your response. If you do not respond in a timely and satisfactory manner, an unannounced inspection of your workplace will be scheduled which may result in citation(s) and monetary penalties. Also, every tenth satisfactory letter response from employers is subject to verification by an inspection.

You are required to post a copy of this letter and a copy of your response to the Division in a prominent location in your workplace where it is readily accessible for employee review for at least three (3) days or until the hazard is corrected, whichever is longer.

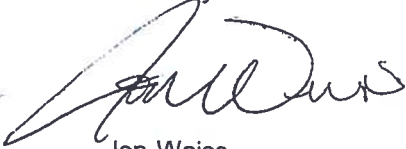
This letter is not a citation or a notification of a proposed penalty. Citations and penalties can only be issued after an inspection of your workplace. If the Division does not receive a satisfactory response from you within fourteen (14) calendar days after receipt of this letter, an on-site inspection will be conducted as appropriate.

If the identity of the complainant is known to the Division, a copy of this letter will be sent to the complainant. Also, the complainant will be notified that California law protects any person who makes a complaint about workplace safety and health hazards from being treated differently, discharged or discriminated against in any manner by their employer. If a complainant believes they have been discriminated against, it is their right to file a complaint with the Division of Labor Standards Enforcement within six (6) months of the discriminatory action.

If you have any questions concerning this matter, please contact me at the address above.

Your interest in the safety and health of your employees is appreciated.

Sincerely

A handwritten signature in black ink, appearing to read 'Jon Weiss', written over a horizontal line.

Jon Weiss
District Manager

JW/ap

Reference: File 0010 209352038-d

July 30, 2014

City of Ukiah

Jon Weiss, District Manager
Cal/OSHA Enforcement – Sacramento District Office
2424 Arden Way, Suite 165
Sacramento, CA 95825

RECEIVED

AUG 01 2014

DIR DOSH SAC

RE: The City of Ukiah, California and alleged conditions at the intersection of Barnes Street and Church Street pertaining to a trench depth

Dear Mr. Weiss,

In response to your letter dated July 9, 2014 and received by my office July 17, 2014, (Attachment 1), the City of Ukiah (City) has investigated the alleged conditions.

The City was notified of this condition on the morning of July 6, 2014 prior to the receipt of your letter. I was notified of this condition by a phone call from a private citizen. I immediately dispatched the Supervisor of the crew that was performing this excavation and myself to the site to investigate the public citizen complaint. When we arrived we found that two employees had been working in a ditch that was seven (7) feet deep. The trench was not shored per "Title 29 Code of Federal Regulations, Part 1926.650-652". The Supervisor and I remained on sight to witness that no employees went into the trench until shoring was in place.

As a course of action I met with the Supervisor and the Lead worker, to discuss why this situation occurred and how we could guarantee that it would not happen in the future. The approach that has been taken is three part. 1) We disciplined the employees who violated City of Ukiah Standards of Conduct – Safety Rules. 2) We spoke with the employees in the Public Works Department to discuss what equipment would make trench shoring more manageable. Based on the employee's recommendation we have purchased the equipment suggested by the employees (Attachment 2). The third component of this approach is for the City to provide a more thorough training for trench safety. The City has scheduled a three day course on trenching and shoring on November 18-20, 2014. All employees are trained on trenching and shoring however, I feel that this course and the extra hours will successfully train our personnel and far exceed what is required and guarantee that this will not be an issue in the future.

We have reacted toward this situation very seriously and very quickly. All the items above were completed prior to your letter. We appreciate your concern with regard to this issue and feel that the actions the City has taken have remediated this condition.

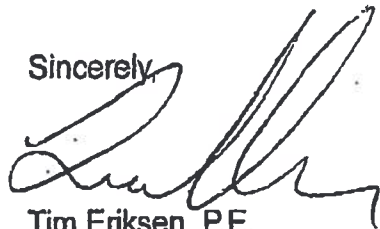
- 2 -

July 30, 2014

Your letter and this response will be posted in the break room at our corporation yard from July 31, 2014 to August 8, 2014.

If you have any questions regarding this letter please feel free to phone me at 463-6280.

Sincerely,



Tim Eriksen, P.E.
City Engineer and Director of Public Works

cc: Jane Chambers



207 LAKE STREET, RTE. 32
NEWBURGH, NY 12550
PH: 845-562-4477 FAX: 845-562-2411
www.americanshoring.com

AUG 11 2014

Invoice

DATE	INVOICE #
8/8/2014	23026

BILL TO
CITY OF UKIAH ATTN: ACCOUNTS PAYABLE 300 SEMINARY AVE UKIAH, CA 95482

SHIP TO
CITY OF UKIAH CORPORATION YD 1320 AIRPORT RD UKIAH, CA 95482



Inv# 23026
AMERICAN SHORING INC
08/08/2014 # Pages 5
PO# 42962

\$11,995.00

FP5 D0C64S6939

P.O. #		TERMS	DUE D...	REP	SHIP	VIA	F.O.B.	TAX CODE
42962-00		Net 30	9/7/2014	AH	8/8/2014	ESTES	DESTINATION	EXEMPT
QTY	EACH/SET	MODEL	DESCRIPTION			PRICE EA.	TOTAL	
		MIGHTY LITE	PURCHASE:			11,120.00	11,120.00	
			(1) 4-SIDED MIGHTY LITE ERECTOR SERIES MODULAR SHORING SYSTEM 8'HIGH X 8' LONG X 8' WIDE					
			CONSISTING OF:					
16	EACH	MLES-28	(16)MODEL #MLES-28 MIGHTY LITE ERECTOR SERIES PANELS: 2' HIGH X 8' LONG			0.00	0.00	
4	EACH	ECP-8	(4) MODEL#ECP-8 ERECTOR SERIES CORNER POST: 96"			0.00	0.00	
1	SET	ELL	(1) MODEL #ELL ERECTOR SERIES LIFTING LUGS			0.00	0.00	
4	EACH	PINS-LL	(4) MODEL# PIN-LL 1" X 7" PINS FOR LIFTING LUG ASSEMBLY W/KEEPER			0.00	0.00	
128	EACH	PINS AND K...	(128) PINS W/KEEPERS			0.00	0.00	
1	SET	ELEGS	(1) MODEL #ELEGS: 2' LEG EXTENSIONS FOR ERECTOR SERIES MIGHTY LITE			595.00	595.00	
1	SET	ENS-8	(1) MODEL# ENS-8 NYLON SLING 8' LEGS			280.00	280.00	
			**CUSTOMER'S LOGO ON TOP PANEL					
						23013	(699.62)	
						23237	(599.7)	
						23252	(14.99)	

Please remit payment to: American Shoring Inc
207 Lake St, Route 32
Newburgh, NY 12550

Subtotal \$11,995.00

Sales Tax (0.0%) \$0.00

Total \$11,995.00

Payments/Credits \$0.00

Balance Due \$11,995.00

We offer OSHA Training Classes. See our website for available dates & locations.

If any invoice is beyond terms, a service charge will be added at the rate of 1.5% per month until paid in full. Minimum charge of \$7.50. At 90 days any invoices will be turned into collections and customer will be responsible for any collection cost.



Dave Thomas, President

Michael Hester, Vice President

Rob Carrion, Secretary

Bill Koponen, Treasurer

March 13, 2017

Kristine Lawler, City Clerk
City of Ukiah
300 Seminary Avenue
Ukiah, California 95482

Re: Citywide Manhole Installation Project

Dear Ms. Lawler,

The Construction Industry Force Account Council (CIFAC) is a construction industry supported non-profit organization dedicated to Public Contract Code compliance and education. We promote competitive bidding on public works construction projects by using a transparent and objective process.

We recently became aware of city crews self-performing citywide manhole installation work that include locations at Hope & Stephenson, Smith & Bush and Barnes & Church Streets. It is our understanding that the project started in June of 2014. This letter is to obtain clarification from you regarding this project. Please provide copies of the following documents or the legal authority under which you claim exemption:

1. A list of all planned manhole work, commencing with this project or related work from fiscal year 2013/14 to the present.
2. Copies of the City Council agendas and meeting minutes reflecting any discussion and action taken on this project or related work.
3. Copies of all documentation reflecting funding mechanisms associated with the project or related work.
4. Copies of all budget documents pertaining to this project or related work., commencing fiscal year 2013/14, including the line item number, account number, fund number and line item cost
5. Copies of any estimates or cost studies performed prior to the commencement of the project, including an estimate of cost associated with city personnel self-performing the work.
6. A list reflecting the start and completion dates for the work.
7. A detailed explanation outlining the scope of work performed by city personnel and any work done at the direction of city staff related to the project or related work.
8. Copies of employee time cards who worked on the project including inspectors and supervisors.
9. Copies of all inspection logs and work logs for the project or related work.
10. Copies of all material invoices.

Cathryn Hilliard, Executive Director

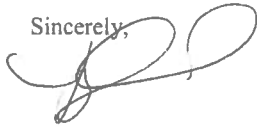
837 Arnold Drive, Suite 200, Martinez, CA 94553 • phone 800-755-3354 • fax 925-957-1800 • email info@cifac.org • web www.cifac.org



11. A list of all machinery, supplies and equipment used on this project, including the make, model and hours.
12. A copy of the invoice for the Trench Man Hole Shield and related safety components purchased by the city during the time frame of this project.
13. Copies of contracts and/or purchase orders for any subcontracted work at or adjacent to these locations.
14. Copies of certified payrolls for any subcontracted work.
15. A detailed cost accounting of the project as required by the California Uniform Construction Cost Accounting Act.
16. Copies of all accident or injury reports related to this project.
17. Copies of all documents relating to fines or penalties assessed and attributed to the project.
18. A copy of the Cal OSHA complaint, citation and city plan to correct the violation and ensure no additional future violations occur.
19. A copy of all the City Construction Standards used or applicable to this project and or related work.
20. A copy of the compaction testing report.

Thank you for your prompt reply to this letter. We are requesting these documents per the California Public Records Act; Government Code 6250 et seq. and, therefore, will expect a reply by March 23, 2017. Please contact me if you have any questions at (209) 677-3994.

Sincerely,



Michelle Tucker, Central Regional Compliance Manager
Construction Industry Force Account Council
mtucker@cifac.org
(209) 770-1283 Cell
P.O. Box 1292
Miwuk, CA 95346
Cifac.org

Cc:
Ukiah City Council
Sage Sangiacomo, City Manager
Tim Eriksen, Public Works Director
Keith Woods, North Coast Builders Exchange Chief Executive Officer

9

**RESPONSES FOR CITY OF UKIAH PUBLIC RECORD ACT (PRA) REQUEST 17-18 ENTITLED 'CITYWIDE
MANHOLE INSTALLATION PROJECT; RECEIVED ON MARCH 13, 2017**

For following requests, please see responses on next page:

1. A list of all planned manhole work, commencing with this project or related work from fiscal year 2013/14 to the present.
2. Copies of the City Council agendas and meeting minutes reflecting any discussion and action taken on this project or related work.
3. Copies of all documentation reflecting funding mechanisms associated with the project or related work.
4. Copies of all budget documents pertaining to this project or related work., commencing fiscal year 2013/14, including the line item number, account number, fund number and line item cost
5. Copies of any estimates or cost studies performed prior to the commencement of the project, including an estimate of cost associated with city personnel self-performing the work.
6. A list reflecting the start and completion dates for the work.
7. A detailed explanation outlining the scope of work performed by city personnel and any work done at the direction of city staff related to the project or related work.
8. Copies of employee time cards who worked on the project including inspectors and supervisors.
9. Copies of all inspection logs and work logs for the project or related work.
10. Copies of all material invoices.
11. A list of all machinery, supplies and equipment used on this project, including the make, model and hours.
12. A copy of the invoice for the Trench Man Hole Shield and related safety components purchased by the city during the time frame of this project.
13. Copies of contracts and/or purchase orders for any subcontracted work at or adjacent to these locations.
14. Copies of certified payrolls for any subcontracted work.
15. A detailed cost accounting of the project as required by the California Uniform Construction Cost Accounting Act.
16. Copies of all accident or injury reports related to this project.
17. Copies of all documents relating to fines or penalties assessed and attributed to the project.
18. A copy of the Cal OSHA complaint, citation and city plan to correct the violation and ensure no additional future violations occur.
19. A copy of all the City Construction Standards used or applicable to this project and or related work.
20. A copy of the compaction testing report.

RESPONSE NOTES FOR PRA 17-18 REQUESTS:

NOTE: A reasonable and diligent search was conducted for all responsive documents to requests 1 - 20. The following are the results of that search.

1. This is a routine maintenance item and is addressed as needed; there is no list.
2. After a reasonable and diligent search no response documents were found.
3. Included.
4. Response documents are the same as for request #3.
5. There were three separate projects over a two-year period. The estimate for each of those projects is included.
6. Response documents are the same as for request Nos. 5 and 8.
7. Response documents are the same as for request #3.
8. Included.
9. Staff member with log is currently inaccessible; will be forthcoming when he returns.
10. All materials bought in bulk. No invoices exist for the materials used specifically for the project. Value of materials contained in documents responding to Nos. 11 and 15.
11. Response documents are same as for request #5.
12. Included.
13. After a reasonable and diligent search no response documents were found.
14. After a reasonable and diligent search no response documents were found.
15. See documents for the three aforementioned projects which have been included.
16. None.
17. There are none.
18. After a reasonable and diligent search no response documents were found.
19. Included.
20. There is none.



May 19, 2017

The Honorable Mayor Jim Brown, Vice-Mayor Kevin Doble, Council Member Maureen Mulheren, Council Member Douglas Crane and Council Member Steve Scalmanini
City of Ukiah
300 Seminary Avenue
Ukiah, California 95482

Re: Public Records Request for the Citywide Manhole Installation Project

Dear Mr. Mayor, Vice-Mayor and Council Members,

I have recently been in contact with City staff regarding the Citywide Manhole Installation Project. I have reviewed the documents provided by the City pursuant to my public records request letter dated March 13, 2017 and would like clarification on several aspects of the project.

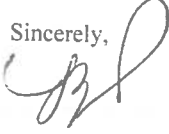
I would like additional documentation for my review and would appreciate your facilitation throughout the records request process. Please provide copies of the following documents or the legal authority under which you claim exemption:

1. A copy of the 2013/14 Capital Improvement Budget
2. A copy of the audio/video recording from the June 25, 2013 City Council meeting and budget hearing, item #5 on the agenda
3. Copies of any estimates or cost studies performed prior to the commencement of the project, including an estimate of cost associated with city personnel self-performing the work
4. A list reflecting the start and completion dates for the work
5. Copies of any/all photographs taken by city personnel throughout the duration of the project
6. Copies of any/all inspection and work logs for the project
7. A description of any subsequent and/or related work necessitating the manhole installation project
8. Copies of any City Council agendas, Planning Commission agendas or other public meeting agendas and accompanying meeting minutes reflecting any discussion and/or action taken on this project or related work
9. A copy of the any audio/video recording that includes any discussion and/or action taken on this project or related work



Thank you for your prompt reply to this letter. We are requesting these documents per the California Public Records Act; Government Code 6250 et seq. and, therefore, will expect a reply by May 29, 2017. Please contact me if you have any questions at (209) 677-3994.

Sincerely,



Michelle Tucker, Central Regional Compliance Manager
Construction Industry Force Account Council
mtucker@cifac.org
P.O. Box 1292
Miwuk, CA 95346
Cifac.org

Cc:

Sage Sangiacomo, City Manager
Tim Eriksen, Public Works Director
Keith Woods, North Coast Builders Exchange Chief Executive Officer



ITEM NO.: 12d

MEETING DATE: June 21, 2017

AGENDA SUMMARY REPORT

SUBJECT: ADOPTION OF RESOLUTION APPROVING THE FISCAL YEAR 2017-2018 CITY BUDGET AND ADOPTION OF CORRESPONDING GANN LIMIT RESOLUTION

Summary: Council to consider adopting the annual City of Ukiah Budget for the fiscal year 2017-18 including revenue estimates and appropriations for all funds.

Background: The City's Management Team recognizes and appreciates the City Council's expectation for a well-developed and clear budget document. The presented budget represents a full-scale revision from past documents. While the presentation has not been perfected in form, it is a significant step in meeting the presentation and development objectives for budgeting.

Founded in best management practices and coordinated with a Council ad-hoc and management staff from all departments, the document provides a solid foundation for the continued evolution in years to come.

For the first time, the City's budget was developed utilizing the City's Enterprise Resource Planning (ERP) software referred to as "Munis." All departments directly entered their budget requests into the system, and all data and many of the reports in this document are generated directly from the system.

We began our process with a Budget Kick-Off in late February. During this review and strategic planning/goal-setting session, new goals and objectives for 2017-18 were identified and presented by each department. They reinforced the four strategic planning areas established by the Council:

1. Planning for public infrastructure,
2. Employment of sound planning principles to the City and greater valley,
3. Promotion and strengthening of economic development, and
4. Improving the organizational workplace environment.

Departments and divisions have tailored their individual goals with these strategic priorities in mind and structured their budgets accordingly. Additional department-specific priorities were also identified during the budget process, and we worked to finance those activities accordingly.

RECOMMENDED ACTION(S): Adopt Resolution approving the Fiscal Year 2017-2018 City Budget, and adopt corresponding Gann Limit Resolution.

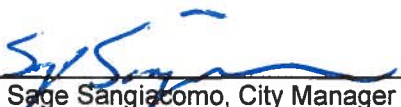
ALTERNATIVES: N/A

Citizens advised:	City Council Ad Hoc Members: Vice Mayor Doble and Councilmember Crane.
Requested by:	Sage Sangiacomo, City Manager.
Contact/Prepared by:	Daphine Harris, Management Analyst – Finance Department.
Coordinated with:	Daniel Buffalo, Finance Director and Sage Sangiacomo, City Manager.
Presenter:	N/A
Attachments:	1. Recommended 2017-2018 City of Ukiah Annual Budget (Link to view Draft Budget: https://cityofukiah.box.com/v/FY2017-18BudgetDocs) 2. Budget Resolution 3. Appropriations (Gann) Limit 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 budget document presents information and data at the fund level, a departmental/division summary level, and a department/division detail expenditure/revenue line level.

The Fiscal Year 2017-2018 Budget builds upon the effort to refocus service delivery and resources to Council-directed priorities while maintaining a balanced and sustainable fiscal spending plan. Public Safety services and utility operations remain a priority focus and represent the majority of the City's annual budgetary spending. This year's budget also represents a major investment in infrastructure spending on important community projects that have been in development for a number of years, including street and traffic improvements in and around the Redwood Business Park and the recycled water project. Additional investment in street maintenance will be forthcoming as the City works to plan and deploy the recently-approved Measure Y funding.

Discussion: During budget unit presentations on June 12, 2017, Council reviewed and recommended a few changes. The near-term changes have been completed such as updating a few Goals & Objectives, adding project percent totals to the capital summary, and adding a few projects to the capital summary. Staff recognizes the coloring on the graphs could be more clear and we will continue to work on formatting these areas for the following years.

Staff recommends Council's approval and adoption of the resolution (Attachment #2) and annual City of Ukiah Budget for Fiscal Year 2017-2018.

Staff also recommends approval of the Gann Limit (Proposition 4). Under the California Constitution, the City must compute an annual appropriation limit that states a ceiling on the total amount of tax revenues the City can appropriate annually (Attachment #3). The Gann Limit requires the state to reimburse local governments for the cost of complying with state mandates, requires state and local governments to return any funds to taxpayers in excess of the amount appropriated for a given fiscal year, and limits the growth in appropriations made by the state and individual local governments.

Final draft edits to the document will continue leading up to the meeting. At the meeting, staff will present a final overview of the changes and edits requested by the City Council. The draft document remains online at <https://cityofukiah.box.com/v/FY2017-18BudgetDocs>. The final draft will be uploaded to the same folder.

FISCAL IMPACT:				
Budgeted Amount in 17-18 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
See Attached	See Attached	See Attached	Yes ☐ No ☒	N/A

RESOLUTION NO. 2017 -**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROPRIATING FUNDS FOR THE GENERAL FUND AND OTHER FUNDS IN THE FISCAL YEAR 2017-2018 OPERATING AND CAPITAL BUDGET**

WHEREAS, the Ukiah Municipal Code requires the City Manager to prepare and submit an Annual Budget to the City Council for its approval; and

WHEREAS, it is good management practice to have comprehensive Operating and Capital Improvement Budgets to implement the various policies, programs and projects of the City Council, and the City Council has established a policy to review, adopt, and provide multiple updates to Fiscal Year (FY) Budgets; and

WHEREAS, on June 7, 2017, the City Council reviewed Draft FY 2017-18 revenue and expenditures for the General Fund; and

WHEREAS, on June 12, 2017, the City Council reviewed Draft FY 2017-18 revenue and expenditures for the Department Units and Capital Improvements; and

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Ukiah does hereby adopt Operating and Capital Budgets for the General Fund and other funds for Fiscal Year 2017-18.

NOW THEREFORE BE IT FURTHER RESOLVED that,

1. Funds are appropriated at the Fund level for total expenditures, transfers and other uses as summarized in Exhibit A, attached hereto.
2. Transfers between funds are authorized and reserve amounts are established as summarized in Exhibit A, attached hereto.
3. The FY 2017-18 Operations and Capital Budget provides detail to the sources and uses of the authorized appropriations by fund and the final adopted document is incorporated herein by reference.
4. The City Manager is authorized to approve budget changes between accounts within each Department within the same fund and that any budget appropriation changes between Funds require City Council approval.
5. The encumbrances outstanding at year-end are reported as committed and, with any unreserved and undesignated funds remaining on June 30, 2017, are hereby designated as reserved in Fund Balance or Net Position and available for appropriation in FY 2017-18 or future Fiscal Years.

PASSED AND ADOPTED this 21st day of June 2017, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jim O. Brown, Mayor

ATTEST:

Kristine Lawler, City Clerk

FY 2017-18
City of Ukiah Budget

Fund Name	Estimated Beginning Fund Balance	Revenue	Expenditure	Other Sources and Uses	Estimated Ending Fund Balance
100 General Fund	\$ 6,628,419	\$ 19,571,440	\$ 25,039,484	\$ 7,173,852	\$ 8,334,227
Capital Project Funds:					
220 Equipment Reserve Fund	934,191	6,429	28,608	(718,988)	193,024
251 Special Projects Reserve	1,609,351	8,222	754,028	(1,480,000)	(616,455)
252 General Capital Projects	-	-	-	-	-
Total capital project funds	2,543,542	14,651	782,636	(2,198,988)	(423,431)
249 City Housing Bond Proceeds	2,752,406	24,000	500,000	-	2,276,406
250 Special Revenue Fund	(127,395)	-	-	-	(127,395)
300 Park Development Fees Fund	29,106	127	-	-	29,233
301 Anton Stadium Fund	32,075	141	18,028	-	14,188
302 Observatory Park Fund	-	-	-	-	-
303 Playground & Park Amenities Fu	2,578	40	-	-	2,618
304 Swimming Pool Fund	(136,084)	185	-	-	(135,899)
305 Riverside Park Fund	20,130	135	-	-	20,265
306 Skate Park Fund	11,353	115	-	-	11,468
307 Softball Complex Fund	6,535	73	-	-	6,608
310 Museum Grant Fund	(208,072)	-	-	-	(208,072)
311 ARRC General Operating Fund	(50,829)	96,000	113,567	16,498	(51,898)
312 Downtown Business Improvement	11,698	18,000	15,008	-	14,690
313 LMIHF Housing Asset Fund	4,231,602	12,219	5,000	-	4,238,821
314 Winter Special Events	24,791	146,000	142,000	-	28,791
500 2106 Gas Tax Fund	(213,719)	457,974	-	(215,500)	28,755
501 2107 Gas Tax Fund	155,778	-	-	-	155,778
502 2107.5 Gas Tax Fund	230	-	-	-	230
503 2105 Gas Tax Fund	107,962	-	-	-	107,962
505 Signalization Fund	442,626	1,889	-	(270,907)	173,608
507 1998 Stip Augmentation Fund	-	-	112,000	-	(112,000)
508 SB 325 Reimbursement Fund	108,525	105,000	105,000	-	108,525
509 S.T.P.	108,327	-	25,000	-	83,327
510 Trans-Traffic Congest Relief	631,942	-	-	-	631,942
600 Comm. Developmt. Block Grant F	122,250	522	-	-	122,772
602 Community Dev. Comm. Fund	1,745,078	258	-	-	1,745,336
603 08-Home-4688 Fund	848,246	-	-	-	848,246
604 CDBG Grant 09-Stbg-6417 Fund	36	-	-	-	36
605 11-Home-7654 Fund	737,303	-	-	-	737,303
606 CDBG Grant 10-Edef-7261 Fund	376,961	8,100	-	-	385,061
607 Prop. 84 Grant Fund	20	2,500,000	-	(2,500,000)	20
609 13-CDBG-8940	(64,108)	-	-	-	(64,108)
611 CDBG 16-CDBG-11147	-	500,000	500,000	-	-
630 Asset Seizure Fund	127,966	150,500	80,000	(40,000)	158,466
631 Asset Seizure(Drug/Alcohol) Fu	9	1	-	-	10
633 H&S Education 11489(B)(2)(A1)	10,824	50,205	50,000	-	11,029
634 Federal Asset Seizure Grants F	25,547	1,875	-	-	27,422
635 Sup.Law Enforce.Svc.Fd(Slesf)	42,846	106,007	109,397	-	39,456
638 Asset Forfeiture 11470.2 H&S F	51,124	700	-	-	51,824
639 Special Revenue Police	33,112	125,039	-	(125,000)	33,151
640 Parking District #1	111	151,564	171,980	-	(20,305)
691 Museum Fund	(28,698)	93,153	466,139	363,987	(37,698)
695 Transfer Station Fund	50,200	350,000	-	(350,000)	50,200
Total special revenue	12,020,394	4,899,822	2,413,119	(3,120,922)	11,386,175

(continued)

RESOLUTION NO. 2017 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ESTABLISHING THE FISCAL YEAR 2017-18 APPROPRIATIONS LIMIT FOR THE CITY OF UKIAH

WHEREAS, pursuant to *Government Code* Section 7910, the City Council must, by resolution, establish its appropriations limit for each fiscal year.

NOW, THEREFORE, BE IT RESOLVED THAT the appropriations limit for the City of Ukiah for the 2017-18 Fiscal Year shall be forty million, two hundred and eighty-nine thousand, one hundred and seventeen dollars (\$40,289,117). The appropriations subject to this limit are estimated to be sixteen million, one hundred and forty-two thousand, one hundred and eighty-one dollars (\$16,142,181). The Gann Limit calculation is included in Exhibit A.

This resolution was adopted by the City Council of the City of Ukiah at a regular meeting thereof on the 21st day of June, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JIM O. BROWN, Mayor

ATTEST:

KRISTINE LAWLER, City Clerk

EXHIBIT A**Gann Limit Calculation**

FY 2017-18

Per Capita Cost of Living Change = 3.69 percent
 Population Change⁽¹⁾ = 0.37 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.69 + 100}{100} = 1.0369$ (a)

Population converted to a ratio: $\frac{0.37 + 100}{100} = 1.0037$ (b)

Calculation of factor for FY 2017-18: (a) x (b) = 1.0407 (c)

Appropriations Limit, Fiscal Year 2016-17 \$ 38,712,120 (d)

Appropriations Limit, Fiscal Year 2017-18

\$ 40,289,117

[(c) x (d)]

FY 2017-18 appropriations subject to Gann Limit

Tax Revenue	Budget Estimates
Property tax	\$ 2,839,803
Sales tax (1.0% Bradley-Burns)	5,696,920
Measure S/P District Tax	2,921,958
Measure Y District Tax	2,921,958
Transient Occupancy Taxes (TOT)	1,293,650
Business license tax	385,000
Other governmental taxes	250
Interest earning from taxes	82,642
	\$ 16,142,181

Percentage Use of Appropriations Limit 40.07%

(1) When calculating its appropriation limit, the City may use either the change in population for the City or Mendocino County as a whole.

CITY OF UKIAH
ANNUAL BUDGET
Capital Expenditures¹

FISCAL YEAR 2017-18

Street and Rights-of-Way

Capital Improvement Program
Expenditure Plan - Current
Fiscal Year 2016-17

Project Name	Project Code	Status	Percent Complete	Funding Source					Total Program Cost	Expended 2016-17	Carry Forward/ Rebudget	Requested 2017-18	Comments
				General	Electric	Water	Wastewater	Other					
STREETS AND RIGHTS-OF-WAY													
Special Project Reserve Fund 251													
2 Smith Street Sidewalk - curb, gutter, pavement	15030	In progress	0%	-	-	-	-	21,951	21,951	9,676	9,896	31,847	In design phase.
2 Street reconstruction (Luce, Washington, Observatory)*	15031	In progress	60%	-	-	-	-	661,019	661,019	-	-	661,019	Funds will be expended when street reconstruction begins.
Congestion Relief Fund 510													
2 Slurry Seal Various Streets	15027	In progress	0%	-	-	-	-	200,000	200,000	-	200,000	200,000	Ready to go out to bid.
2 Overlay Streets		In progress	0%	-	-	-	-	200,000	200,000		200,000	200,000	In planning phase.
2 Smith Street Sidewalk, Curb, Gutter, Pavement		In progress	0%	-	-	-	-	250,000	250,000		250,000	250,000	Finalizing design.
STIP Augmentation Fund 507													
1 Gobbi/Waugh Traffic Signal		In progress	0%	-	-	-	-	112,000	112,000		112,000	112,000	MCOG pending.
SB 325 Reimbursement Fund 508													
2 City Speed Zone Reports		In progress	0%	-	-	-	-	40,000	40,000		40,000	40,000	MCOG pending.
State STP Fund 509													
2 N. State St. & Empire Dr/Ford Rd. Signal Coordination		In progress	0%	-	-	-	-	25,000	25,000		25,000	25,000	MCOG pending.
Total				\$ -	\$ -	\$ -	\$ -	\$ 1,509,970	\$ 1,509,970	\$ 9,676	\$ 836,896	\$ 1,519,866	

(continued)

Infrastructure

Project Name	Project Code	Status	Percent Complete	Funding Source					Total Program Cost	Expended 2016-17	Carry Forward/ Rebudget	Requested 2017-18	Comments
				General	Electric	Water	Wastewater	Other					
INFRASTRUCTURE													
Engineering/Streets Fund 100													
Redwood Business Park road improvements - iBank funding		New		4,000,000					4,000,000			4,000,000	
Redwood Business Park road improvements - interfund loan		New		3,333,000					3,333,000			3,333,000	
Utility Billing Fund 205													
Building Improvements		New						100,000	100,000			100,000	
Parks and Related Facilities Fund 301													
Anton Stadium Infrastructure		In progress	20%	-	-	-	-	18,000	18,000	-	18,000	18,000	
Building Maintenance 208													
Civic Center Facility Improvements		In progress	20%	-	-	-	-	75,000	75,000	4,950	74,950	74,950	
Council Chambers Renovation		New						100,000	100,000			100,000	
Aphasia for Civic Center Annex		New						50,000	50,000			50,000	
Civic Center reconfiguration		New						75,000	75,000			49,500	
Tile replacement for fountain		New						20,000	20,000			20,000	
Special Projects Reserve Fund 251													
Todd Grove Picnic Area		New						50,000	50,000			50,000	
Museum Prop 84 & Habitat Conservation Grants 310													
Museum - Prop 84		In progress	95%	-	-	-	-	1,509,011	1,509,011				Complete FY 17-18
Museum - Habitat Conservation		Completed	100%	-	-	-	-	1,509,011	1,509,011				
State STP Fund 509													
N. State and Low Gap intersection improvements	16018	In progress	10%	-	-	-	-	32,380	32,380	32,380			Design complete. Ready to bid.
Museum Fund 691													
Christensen project placeholder		New						20,000	20,000			20,000	
Landfill Closure Fund 702													
Landfill Closure Project		New						10,343,287				10,343,287	
Ukiah Valley Conference Center Fund 730													
New conference room chairs		New		-	-	-	-	25,000	25,000			25,000	
HVAC System		New						100,000	100,000			100,000	
Airport FAA Grants 778													
Runway 15-33 Pavement Rehab & Taxiway Alignment	15040	In progress	60%	-	-	-	-	190,000	190,000	64,426	125,574	-	Pending FAA.
Pavement Management & PCN	15041	In progress	60%	-	-	-	-	34,700	34,700	7,983	26,717	-	
Grant funded project to improve runway	15040	New		-	-	-	-	1,260,000	1,260,000			1,260,000	
Airport FAA Grants 779													
Concrete slab for fuel tank project	15042	In progress	90%	-	-	-	-	183,540	183,540	146,964	-	-	
Electric 801													
Automated Meter Reading Upgrade - AMI (Electric Sys	15080	In progress	3%	-	1,900,000	-	-	-	1,900,000	-	1,900,000	2,100,000	
Distribution - transformer replacements	15083	Completed	100%	-	50,000	-	-	-	50,000				
Utility pole testing and replacement	15083	Completed		-	50,000	-	-	-	50,000			50,000	Pole testing takes place every 10 years. Next testing is year 2020.
Conductor upgrades		Completed	100%	-	20,000	-	-	-	20,000				
Design Build 1350 Hastings Rd. consulting services	13004	In progress	6%	-	120,000	-	-	-	120,000		120,000	120,000	
System loading and fault monitoring	15081	Completed	100%	-	50,000	-	-	-	50,000	10,352	39,648	39,648	
Communication upgrade	15082	In progress	3%	-	25,000	-	-	-	25,000	4,788	20,212	20,212	
Facility Improvements (Electric Utility Service Center)	15095	In progress	3%	-	800,000	-	-	-	800,000	23,925	776,075	976,075	
Community Solar (renewable resource development)	15095	In progress	3%	-	750,000	-	-	-	750,000		750,000	1,100,000	
Service center site improvements		New		-	500,000	-	-	-	-			500,000	
Service center building improvements		New		-	600,000	-	-	-	-			600,000	
Hydro electric equipment and tool storage		New		-	70,000	-	-	-	-			70,000	
Hydro electric equipment repair and upgrades		New		-	415,000	-	-	-	-			415,000	
Overhead system capacity improvements		New		-	352,000	-	-	-	-			352,000	
Underground system capacity improvements		New		-	370,000	-	-	-	-			370,000	
4160 to 12kv conversion - Fairgrounds		New		-	280,000	-	-	-	-			280,000	
Metered power pedestal program		New			70,000				70,000			70,000	

(infrastructure continued)

Project Name	Project Code	Status	Percent Complete	Funding Source					Total Program Cost	Expended 2016-17	Carry Forward/ Rebudget	Requested 2017-18	Comments
				General	Electric	Water	Wastewater	Other					
Water 822													
2 Well #4	15070	In progress	70%	-	-	1,397,900	-	-	1,397,900	813,657		584,243	Complete in 17-18
2 Well #9	15074	In progress	70%	-	-	1,635,800	-	-	1,635,800	1,387,665	248,135	248,135	Complete in 17-18
1 Pipeline Improvements	15069	In progress	60%	-	-	1,150,000	-	-	1,150,000		1,150,000	1,150,000	
1 Replace PZ2s Reservoir	15071	In progress	10%	-	-	1,000,000	-	-	1,000,000	84,472	915,528	915,528	Complete in 17-18
2 Millview/Ukiah Intertie	15072	In progress	10%	-	-	125,000	-	-	125,000		125,000	125,000	Complete in 17-18
2 Willow/Ukiah Intertie	15073	In progress	10%	-	-	125,000	-	-	125,000	10,000	125,000	125,000	Complete in 17-18
2 Connect Chlorine at WTP (switch to liquid chlorine)	15075	Deferred		-	-	200,000	-	-	200,000				Trying new chlorine - analyzing performance.
1 Water Meter Replacement	15077	Cancelled		-	-	1,040,000	-	-	1,040,000	5,189	40,000	40,000	AMI project cancelled due to recycled water system.
2 Well #3 Roof		Deferred		-	-	15,000	-	-	15,000		15,000	15,000	Concentration has been on completing wells.
2 Luce, Observatory, Washington main replacement		In progress				1,163,933						1,163,933	
Wastewater 840													
2 Replace AWT Feed Pump Motors		Deferred		-	-	-	90,000	-	90,000		-	-	Won't start till 17-18.
2 Chlorine Mixer	15054	Cancelled		-	-	-	40,000	-	40,000	14,849	-	-	Achieving contact time.
2 Manhole Replacement	15055	In progress		-	-	-	15,000	-	15,000		15,000	15,000	
2 Online Ammonia & Nitrate Analyzer		Completed	100%	-	-	-	50,000	-	50,000				
2 Vac-Trailer		Cancelled		-	-	-	70,000	-	70,000				
2 Luce, Observatory, Washington main replacement		In progress				-	917,548		-		-	917,548	
Recycled Water 830													
2 Recycled Water System Phases 1-3	15062	In progress	10%	-	-	-	-	37,650,191	37,650,191	14,161	-	25,875,000	Design complete. Ready to bid.
Total Infrastructure				\$ 7,333,000	\$ 6,422,000	\$ 7,852,633	\$ 1,182,548	\$ 53,345,120	\$ 61,123,533	\$ 2,625,761	\$ 6,484,839	\$ 57,781,059	

(continued)

Equipment/Other

				Funding Source									
Project Name	Project Code	Status	Percent Complete	General	Electric	Water	Wastewater	Other	Total Program Cost	Expended 2016-17	Carry Forward/Rebudget	Requested 2017-18	Comments
EQUIPMENT/OTHER													
General Fund 100 - Police													
2 Patrol Vehicles		New		100,000					100,000			100,000	
2 Cisco ASA Firewalls - Police		New		50,000					50,000			50,000	
General Fund 100 - Fire													
2 Rescue Rope Replacement		New		10,000					10,000			10,000	
2 Swift Water Rescue Replacement		New		15,000					15,000			15,000	
2 Air Monitor Replacement		New		11,000					11,000			11,000	
2 Life Pack 15		New		30,000					30,000			30,000	
2 SCBA Bottle Replacement		New		15,000					15,000			15,000	
2 Turnout Replacement, PPE 4 sets		New		15,000					15,000			15,000	
General Fund 100 - Streets													
2 Skidsteer Portion		New		30,000					30,000			30,000	
2 Street Sweeper		New		225,000					225,000			225,000	
General Fund 100 - Parks													
2 Mower		New		75,000					75,000			75,000	
Fleet and Plant Maintenance Fund 203													
1 Truck Replacement		Completed	100%	-	-	-	-	114,000	114,000	113,781			
2 Equipment for new service truck		New						30,000	30,000			30,000	
2 Replace overhead lube system		New						40,000	40,000			40,000	
Equipment Reserve Fund 220													
2 Police patrol vehicles	15043	Completed	100%	-	-	-	-	120,000	120,000	149,508			
2 Police portable radios		Completed	100%	-	-	-	-	60,000	60,000	69,388			
2 Replace SCBA	15034	In progress	75%	-	-	-	-	15,000	15,000				
2 Replace defibrillator	15035	In progress	80%	-	-	-	-	25,000	25,000				
2 Replace defibrillator		New		-	-	-	-	-	-			25,000	
1 Two New Type I fire engine *		New		-	-	-	-	325,000	325,000				These engines will be procured through a capital lease financing
Asset Seizure Fund 630													
2 40 Tasers		New						80,000	80,000		80,000	80,000	
Asset Forfeiture Fund 638													
2 Body cameras				-	-	-	-	21,684	21,684				
Airport FAA Grants 779													
2 Fuel Tank Upgrades and Self service tank	15042	In progress	90%	-	-	-	-	172,200	172,200	230,964	77,768	77,768	
Airport FAA Grants 779													
2 Phase 3 Fuel tank upgrades	15042	New		-	-	-	-	30,000	30,000			30,000	
2 Purchase of Golf cart/small off road vehicle		New						12,000	12,000			12,000	
Electric 800													
2 Electronic display trailer (1/3 share with water, sewer, electric)		New		-	8,250	-	-	-	8,250			8,250	
2 Replace first responder trouble truck		New		-	170,000	-	-	-	170,000			170,000	
2 Replace digger derrick truck		New		-	425,000	-	-	-	425,000			425,000	
2 VLF High POT cable test set		New		-	25,000	-	-	-	25,000			25,000	
2 E-Vehicle		New		-	45,000	-	-	-	-			45,000	
2 Hydro filter cart		New		-	22,000	-	-	-	22,000			22,000	
Electric 801													
1 Equipment Replacements (trucks, equipment etc.)		In progress	50%	-	495,000	-	-	-	495,000				
2 Control System Upgrades (Hydro & Substation)	15082	In progress	5%	-	75,000	-	-	-	75,000		75,000	75,000	
2 Tainter Valve and Penstock Repair (Hydro)	15013	In progress	90%	-	225,000	-	-	-	225,000	27,861	221,696	221,696	
2 T1/T2 Bushing & Gasket Replacement (Orchard Substa	15093	In progress	6%	-	250,000	-	-	-	250,000		250,000	250,000	
2 Primary & Secondary Conductor Repair/Replacement		Completed	100%	-	50,000	-	-	-	50,000				
2 Undergrounding Phase 3 & 4: Overhead to Underground	16021	In progress	3%	-	20,000	-	-	-	20,000		20,000	20,000	
Water 820													
2 Truck Replacement (Ford Ranger, shared with wastewater)		Completed	100%	-	-	10,000	-	-	10,000				
1 Service Truck	15076	Cancelled		-	-	45,000	-	-	45,000				No need.
1 Portion of Service Truck (50% Wastewater Fund)	15059	Cancelled		-	-	30,000	-	-	30,000				Incomplete till 18-19.
1 Vactor Replacement (50% Wastewater Fund)	15057	Deferred		-	-	200,000	-	-	200,000				Deferred till 18-19.
2 Asset Management Software (GIS system)	15051	In progress		-	-	15,000	-	-	15,000		15,000	15,000	
2 Genie Lift (personnel lift for cleaning/maintenance at water plant)		Completed	100%	-	-	12,000	-	-	12,000				
2 Mid-size 4 door truck		New		-	-	35,000	-	-	35,000			35,000	
2 Electronic display trailer (1/3 share with water, sewer, electric)		New		-	-	8,250	-	-	8,250			8,250	

(equipment and other continued)

Project Name	Project Code	Status	Percent Complete	Funding Source					Total Program Cost	Expended 2016-17	Carry Forward/Rebudget	Requested 2017-18	Comments
				General	Electric	Water	Wastewater	Other					
EQUIPMENT/OTHER													
2 Supervisor F-1500		New				15,000			15,000	-		15,000	
2 Skidsteer Portion		New				30,000			30,000	-		30,000	
Wastewater 840													
2 Replace 2006 Prius		Completed	100%	-	-	-	30,000	-	30,000				
2 Replace 3/4 Ton Dodge		Completed	100%	-	-	-	45,000	-	45,000				
2 Replace Ford Ranger		Completed	100%	-	-	-	10,000	-	10,000				
2 Electronic display trailer (1/3 share with water, sewer, electric)		New		-	-	-	8,250		8,250			8,250	
2 Supervisor F-1500		New					15,000		15,000			15,000	
2 Skidsteer Portion		New					30,000		30,000			30,000	
2 AWT	15053	New					90,000		90,000			90,000	
2 Truck	15058	New					30,000		30,000			30,000	
2 Kubota mule		New					16,000		16,000			16,000	
2 Replace Forklift		New					20,000		20,000			20,000	
2 Belt filter press overhaul		New					85,000		85,000			85,000	
Information Technology 209													
1 Council Chambers Electronic Renovation	15016	In progress	10%	-	-	-	-	75,000	75,000	-	75,000	75,000	
2 Access Point Wi-Fi and Switches	15018	In progress	10%	-	-	-	-	30,000	30,000	-	30,000	30,000	
2 Cardlock System Phase II	15019	Deferred		-	-	-	-	85,000	85,000	-	-	-	
2 Veeam Backup and Replication, disaster recovery software		Cancelled		-	-	-	-	18,300	18,300	-	-	-	
2 Host Cluster Server VM-Host	16022	Cancelled		-	-	-	-	10,000	10,000	-	-	-	
2 Point Multipoint Communications	16023	Cancelled		-	-	-	-	50,000	50,000	-	-	-	
2 Wifi access point		New		-	-	-	-	30,000	30,000	-	-	30,000	
2 Fiber WAN project		New		-	-	-	-	83,000	83,000	-	-	83,000	
2 Civic Center APC Battery Replacement		New		-	-	-	-	25,000	25,000	-	-	25,000	
2 Cluster Servers VMM Servers		New		-	-	-	-	58,000	58,000	-	-	58,000	
Ukiah Valley Fire District Fund 915													
2 SCBA Equipment replacement and repair		New		-	-	-	-	15,000	15,000	-	-	15,000	
2 South Station roof repair		New						60,000	60,000			60,000	
2 South Station A/C replacement		New						50,000	50,000			50,000	
Total Equipment/Other				\$ 576,000	\$ 1,810,250	\$ 400,250	\$ 379,250	\$ 1,634,184	\$ 4,754,934	\$ 591,502	\$ 844,464	\$ 2,956,214	
Total capital				\$ 7,909,000	\$ 8,232,250	\$ 8,252,883	\$ 1,561,798	\$ 56,489,274	\$ 67,388,437	\$ 3,226,939	\$ 8,166,199	\$ 62,257,139	

1. Council review and approval required before initiation.
2. Regular approval procurement process applies.
*Specific engineer's estimates on each project not yet available.
* A Type 1 fire engine is designed for structural fire fighting.

¹ The Carry Forward column represents estimated amounts remaining and unencumbered for each capital item presented for the 2016-17 fiscal year. Those amounts are re-budgeted in 2017-18.
² \$62,257,139 budgeted here is different than what is presented on the Capital outlay/CIP line item found on page BB-30, as \$926,696 in appropriation was budgeted by the Public Works Department as professional/contractual services and is presented in the City-Wide Compared schedule under Materials, services, and other operating costs.



AGENDA SUMMARY REPORT

SUBJECT: RECEIVE PRESENTATION AND PROVIDE DIRECTION REGARDING THE CITY OF UKIAH'S SEWER LATERAL POLICY

Summary: Staff will give a presentation regarding the City's current sewer lateral policy and receive direction from Council regarding the potential need to update the policy.

Background: The replacement of old, cracked sewer pipes can decrease the amount of rainwater infiltration entering the system, which left unaddressed can overwhelm the conveyance and treatment capacity of the wastewater facilities. The City has an on-going replacement program for the publicly owned sewer mains, manholes, and pump stations in an effort to reduce infiltration. Despite these efforts, inflow to the Wastewater Treatment plant increases dramatically during wet weather. Typical dry-weather flows are approximately 2 MGD. In contrast, wet-weather flows periodically exceed 20 MGD.

The City of Ukiah (City) currently has over 3800 active sewer accounts not including the "overlap area". These accounts are connected to the main collection system by laterals. The laterals are owned by the property owner, and they are responsible for all maintenance including the connection to the main. Laterals and their connection to the main are a well-documented source of inflow into the wastewater collection system. However, many homes in the City have never had their original sewer laterals replaced. Over time, these pipelines, generally made of clay, can crack, become disjointed, experience displacement, and/or be subjected to intrusion by tree roots, all of which can cause leakage and blockage.

Discussion: In an attempt to address infiltration issues associated with laterals, the City has tried a number of sewer lateral policies that required the property owner to assess, and potentially replace the lateral. Past policies included requiring lateral assessment and possible replacement at time of sale. Current sewer lateral policy requires assessment and possible replacement under certain permitting scenarios. Past and current policies have failed to achieve the goal of systematic replacement of laterals (approximately 1% per year) and resulted in a number of undesirable outcomes including:

- 1) Permit evasion
- 2) Inefficient main rehabilitation projects
- 3) Damage to City streets
- 4) High wet weather flows at the WWTP

Continued on Page 2

RECOMMENDED ACTION(S): Provide direction to Staff regarding the City's current sewer lateral policy and the potential need to update the policy.

ALTERNATIVES: Remand to Staff with alternate direction.

Citizens advised: None
Requested by: Tim Eriksen, Director of Public Works/City Engineer
Prepared by: Sean White, Director of Water/Sewer Utilities and Jarod Thiele, Public Works Management Analyst.
Coordinated with: N/A
Presenters: Sean White, Director of Water/Sewer Utilities and Jarod Thiele, Public Works Management Analyst.
Attachments: None

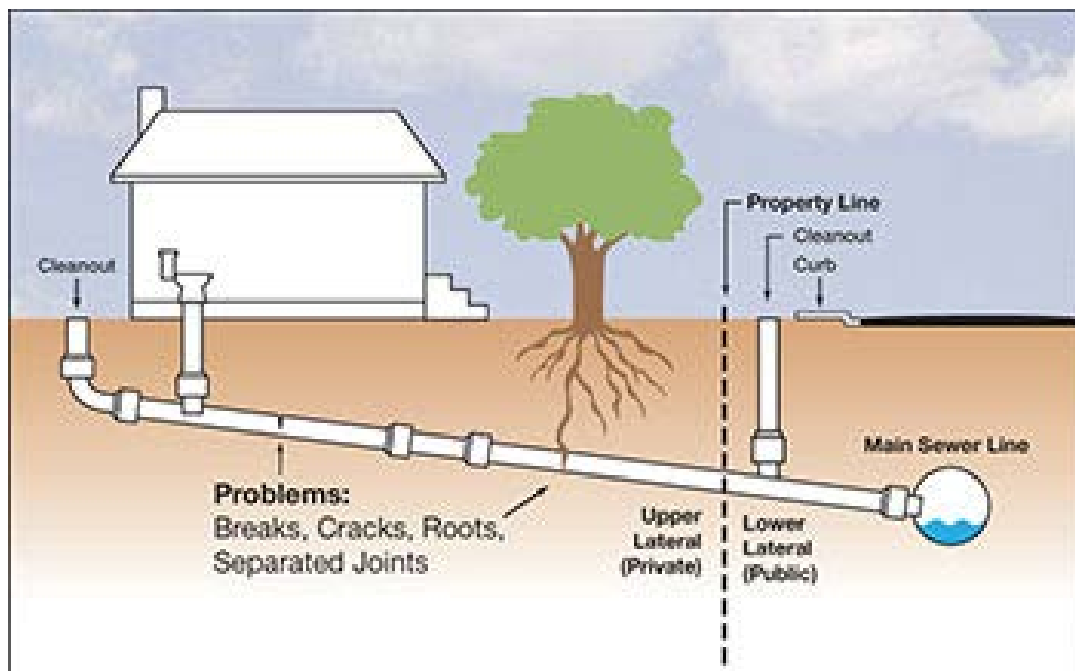
COUNCIL ACTION DATE: _____: ☐ Approved ☐ Continued to _____ ☐ Other _____

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

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

Approved: 
Sage Sangiacomo, City Manager

In general, requiring private property owners to maintain the private infrastructure in the public right of way (ROW) is problematic. Other cities have experienced similar frustrations developing effective strategies for lateral management. Many Bay Area municipalities including Alameda, Albany, Emeryville, Oakland, Piedmont, Kensington, El Cerrito, and Richmond have developed a uniform policy that delineates where laterals become public. By doing so, property owners are responsible for lateral maintenance on private property and municipalities are responsible for maintenance in the ROW (Figure 1).



Retaining the City's current "triggers" while adopting a similar ownership delineation policy could likely achieve reduced infiltration while avoiding many of the current undesirable outcomes due to the following:

- 1) Permit evasion - cost for permit compliance will be significantly reduced as property owner will no longer be required to in the ROW
- 2) Inefficient main rehabilitation projects - efficiency of rehabilitation projects will include the lateral connection at the main which is a significant contributor to infiltration
- 3) Damage to City streets - property owners will no longer be required to excavate in the ROW for permit compliance
- 4) High wet weather flows at the WWTP - increased number of lateral replacements if they can be included in rehabilitation and replacement projects. In addition, easily located two-way cleanouts greatly increase ease of lateral maintenance

Due to the deteriorated condition of existing infrastructure on the current Water and Sewer Main Replacement Project on Luce, Observatory and Washington Avenues, a similar lateral delineation was tried as an informal pilot project. Based on field observations during construction, staff believes this approach has merit.

At this time, staff is seeking Council's direction regarding an update to the current Sewer Lateral Policy.

FISCAL IMPACT:				
Budgeted Amount in 16-17 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



ITEM NO.: 13b

MEETING DATE: June 21, 2017

AGENDA SUMMARY REPORT

SUBJECT: PURCHASE OF FIVE DELL SERVERS, DELL COMPELLENT STORAGE, TWO DELL NETWORK SWITCHES AND NEW BACKUP SOFTWARE

Summary: Council will consider the purchase of four (4) Dell PowerEdge R630 cluster servers, one (1) Dell PowerEdge R630 virtual machine management server, one (1) Dell SC4020 Compellent storage array, five (5) each Compellent SC200 enclosures, two (2) Dell S4048-ON networking switches as well as Dell data migration services and EMC software and maintenance services to replace the existing equipment that have reached end of life. The purchase includes Dell Networker backup software to allow backup of police video from our Isilon police video storage device to our backup repository, which has been included as part of the proposed replacement compellent storage array configuration. Staff is also requesting approval of an IBM lease agreement to finance the purchase over a five-year period.

Background: The "City Cloud" consists of the items listed above. These serve together as the vital core of our back-production environment. We are now at the end of our first five-year cycle, from date of purchase. Full vendor support of this equipment is key to the City.

Discussion: During our development of the 2016/17 IT roadmap, we noted that the existing City Cloud components were at the end of their lifecycles. These machines and switches are now over five years old and the support contract ended at five years.

We have the option of purchasing two extended support years. After these two extended support years, there is no availability of support. We have purchased the sixth year of support covering all five servers and both switches for approximately \$9,400, and want to avoid purchasing the seventh extended year. The new replacement components will include a five-year support contract, and we feel it would be prudent to roll the cost of the seventh year of support for the old equipment into the purchase of new equipment.

Continued on Page 2

RECOMMENDED ACTION(S): Adopt resolution approving the purchase and replacement of Dell servers, network switches, compellent storage and networker backup software, and the lease purchase agreement with IBM Corporation.

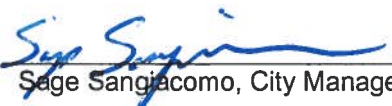
ALTERNATIVES: Do not approve recommended actions, and provide alternate direction to staff.

Citizens advised: N/A
Requested by: N/A
Prepared by: Mary Horger, Procurement Manager and Scott Shaver, Information Technology Administrator.
Coordinated with: David Rapport, City Attorney; Dan Buffalo, Finance Director; and Sage Sangiacomo, City Manager.
Presenters: Scott Shaver, Information Technology Administrator and Mary Horger, Procurement Manager
Attachments: 1. Project Cost Summary and Quotes
2. IBM Lease Proposal and Draft Agreements
3. Draft 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

At the same juncture, our compellent storage components are coming to their end of life, as they were purchased during the same year. The Dell compellent contains our multiple virtual server storage and City of Ukiah production data repository.

The support contract term for the compellent drive array and cabinets, is at the end of the corresponding five-year cycle as well. There is now only a two-year extended warranty option available and requires an additional yearly cost of \$26,654 to maintain full hardware support from Dell. We have covered the first year of cost to continue the required support from November 1, 2016 to October 31, 2017.

Rather than pay this same amount again next year for the old equipment, the replacement cost has an inclusive five-year warranty and support for the new compliant cabinets and drive array.

Additionally, our old production data backup device consisting of a virtual tape library has failed. We then started using an old temporary backup device, which has also failed, leaving us no choice but to use our tier-3 production storage on our current compellent system. This is against best practices, which in normal operation only seldom-used data migrates from fast tier-1 drives to slow tier-3 drives. Using our tier-3 storage for critical data backups is using up space that would normally be used by our live production data. Both our Tier-1 and Tier-3 storage are also currently at 70% capacity. An additional storage space has been integrated into the new proposed compellent replacement, which will serve as critical production data backup, Police Isilon redundant video backup and needed virtual server image backup. The Dell Networker software is necessary for Isilon storage backup and will be instrumental in providing the means of Police Video backup, as well as other data.

The total cost of the of four (4) Dell PowerEdge R630 cluster servers, one (1) Dell PowerEdge R630 virtual machine management server, one (1) Dell SC4020 Compellent storage array, five (5) each Compellent SC200 enclosures, two (2) Dell S4048-ON networking switches as well as Dell data migration services and EMC software and maintenance services is \$285,662.94. Please see Attachment #1 for project cost summary as well as the quotes provided by Dell. The Purchasing Division has arranged a five-year lease purchase contract with IBM Global Finance to finance this purchase. Please see Attachment #2 for IBM Global Finance proposal, and copies of the sample agreements. The estimated average interest rate will be 2.23%, resulting in an annual payment of \$59,680.95. Payments will be made in advanced, and the City will maintain the title of the equipment. Staff compared rates with Dell financing, and going with IBM will save the City approximately \$9,500.

The cost for the first year payment will come out of Account #22022900.80100, where funds are currently available due to the deferral of phase II of the cardlock system. Remaining payments will be included in future fiscal years.

FISCAL IMPACT:				
Budgeted Amount in 16-17 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
\$85,000	IT Capital	22022900.80100	Yes ☐ No ☒	1314-170 1314-207

Dell Storage Replacement Project**Servers - Quote 3000013628324.2**

PowerEdge R630 Servers (4 each)	\$69,638.08
PowerEdge R630 Servers (1 each)	\$8,496.89
Tax	\$4,421.03
TOTAL:	\$82,556.00

Storage - Quote 739194380

Group 1 - SC4020 10Gb iSCSI - 4 ports (1 each)	\$54,380.11
Group 2 - Compellent SC200 Enclosure (add-on) (1 each)	\$10,950.43
Group 3 - Compellent SC200 Enclosure (add-on) (4 each)	\$43,757.92
Cables	\$277.01
Tax	\$2,451.77
TOTAL:	\$111,817.24

Switches - Quote 3000013590069.2

Dell Networking S4048-ON (2 each)	\$23,046.66
Tax	\$854.04
TOTAL:	\$23,900.70

Dell Data Migration Service - Quote 3000013539146.2

Migration Service	\$11,489.00
TOTAL:	\$11,489.00

EMC Software, Maintenance & Services - Quote 6001208109-01

Software Summary	\$25,345.00
Services Summary	\$2,743.00
Prepaid SW Maintenance Summary - 60 months	\$27,812.00
	\$55,900.00

TOTAL PROJECT COST: \$285,662.94



A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total: \$82,556.00**Quote number:**
3000013628324.2**Quote date:**
Jun. 5, 2017**Quote expiration:**
Jul. 5, 2017**Deal ID:**
13333896**Company name:**
CITY OF UKIAH**Customer number:**
6971104**Phone:**
(707) 463-6233**Sales rep information:**
A.J. Firenze
Alfred_Firenze@Dell.com
(800) 456-3355
Ext: 5139192**Bill to:**
CITY OF UKIAH
300 SEMINARY AVE
UKIAH
CA 95482-5400
US
(707) 463-6233

Pricing Summary

Item	Qty	Unit price	Subtotal
PowerEdge R630	4	\$17,409.52	\$69,638.08
PowerEdge R630	1	\$8,496.89	\$8,496.89
Subtotal:			\$78,134.97
Shipping:			\$0.00
Environmental Fees:			\$0.00
Non-Taxable Amount:			\$25,346.66
Taxable Amount:			\$52,788.31
Estimated Tax:			\$4,421.03
Total:			\$82,556.00

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,

A.J. Firenze

Order this quote easily online through your [Premier page](#),
or if you do not have Premier, using [Quote to Order](#)

Shipping Group 1

Shipping Contact: SCOTT SHAVER	Shipping phone: (707) 463-6233	Shipping via: Standard Ground	Shipping Address: 411 W CLAY ST UKIAH CA 95482-7301 US
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SKU	Description	Qty	Unit Price	Subtotal
	PowerEdge R630	4	\$17,409.52	\$69,638.08

Estimated Delivery Date: Jun. 22 - Jun. 30, 2017

Contract Code: WN03AGW

Customer	Agreement	No:	MNWNC-
			108/7157034003

210-ACXS	PowerEdge R630 Server	4	-	-
329-BCZI	PowerEdge R630 Motherboard MLK	4	-	-
461-AADZ	No Trusted Platform Module	4	-	-
321-BBKL	Chassis with up to 8, 2.5" Hard Drives, 3 PCIe Slots	4	-	-
340-AKPS	PowerEdge R630 Shipping- 8 Drive Chassis	4	-	-
338-BJDF	Intel Xeon E5-2683 v4 2.1GHz,40M Cache,9.60GT/s QPI,Turbo,HT,16C/32T (120W) Max Mem 2400MHz	4	-	-
338-BJDD	Intel Xeon E5-2683 v4 2.1GHz,40M Cache,9.60GT/s QPI,Turbo,HT,16C/32T (120W) Max Mem 2400MHz	4	-	-
370-ABWE	DIMM Blanks for System with 2 Processors	4	-	-
412-AAEE	120W Heatsink for PowerEdge R630	4	-	-
412-AAEE	120W Heatsink for PowerEdge R630	4	-	-
370-ACPH	2400MT/s RDIMMs	4	-	-
370-AAIP	Performance Optimized	4	-	-
780-BBJK	RAID 1 for H330/H730/H730P (2 HDDs or SSDs)	4	-	-
405-AAEG	PERC H730 Integrated RAID Controller, 1GB Cache	4	-	-

540-BBBY	QLogic 57800 2x10Gb DA/SFP+ + 2x1Gb BT Network Daughter Card	4	-	-
385-BBHO	iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise	4	-	-
634-BBWU	OpenManage Essentials, Server Configuration Management	4	-	-
429-AAQM	DVD ROM SATA Internal	4	-	-
325-BCJU	Dell EMC 1U Standard Bezel	4	-	-
770-BBBL	ReadyRails Sliding Rails With Cable Management Arm	4	-	-
384-BBBL	Performance BIOS Settings	4	-	-
450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	4	-	-
343-BBDK	Electronic System Documentation and OpenManage DVD Kit, PowerEdge R630	4	-	-
619-ABVR	No Operating System	4	-	-
421-5736	No Media Required	4	-	-
332-1286	US Order	4	-	-
951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell	4	-	-
955-9041	Dell Hardware Limited Warranty Plus On Site Service Extended Year	4	-	-
976-7728	Dell Hardware Limited Warranty Plus On Site Service	4	-	-
976-7781	ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, EXT to 2 Year	4	-	-
976-7782	ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Year	4	-	-
976-7796	ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 5 Year	4	-	-
804-6750	ProDeploy Plus Dell Server R Series 1U/2U - Deployment	4	-	-
804-6751	ProDeploy Plus Dell Server R Series 1U/2U - Deployment Verification	4	-	-
812-4005	ProDeploy Plus Training Credits 300 Redeem at www.LearnDell.com Expires 1Yr from Order Date	4	-	-
973-2426	Declined Remote Consulting Service	4	-	-
370-ACNS	32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width	64	-	-
400-AJRU	300GB 15K RPM SAS 2.5in Hot-plug Hard Drive	8	-	-
540-BBBJ	QLogic 57810 Dual Port 10Gb Direct Attach/SFP+ Low Profile Network Adapter	4	-	-
450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	8	-	-

SKU	Description	Qty	Unit Price	Subtotal
	PowerEdge R630	1	\$8,496.89	\$8,496.89
	Estimated Delivery Date: Jun. 22 - Jun. 30, 2017			
	Contract Code: WN03AGW			

Customer	Agreement	No:	MNWNC-
	108/7157034003		
210-ACXS	PowerEdge R630 Server	1	-
329-BCZI	PowerEdge R630 Motherboard MLK	1	-
461-AADZ	No Trusted Platform Module	1	-
321-BBKJ	Chassis with up to 8, 2.5" Hard Drives, up to 2 PCIe Slots (With Optional Riser)	1	-
340-AKPS	PowerEdge R630 Shipping- 8 Drive Chassis	1	-
338-BJDG	Intel Xeon E5-2630 v4 2.2GHz,25M Cache,8.0 GT/s QPI,Turbo,HT,10C/20T (85W) Max Mem 2133MHz	1	-
374-BBBX	No Additional Processor	1	-
370-ABWN	DIMM Blanks for System with 1 Processor	1	-
412-AAEE	120W Heatsink for PowerEdge R630	1	-
370-ACPH	2400MT/s RDIMMs	1	-
370-AAIP	Performance Optimized	1	-
780-BBJK	RAID 1 for H330/H730/H730P (2 HDDs or SSDs)	1	-
405-AAEG	PERC H730 Integrated RAID Controller, 1GB Cache	1	-
540-BBBY	QLogic 57800 2x10Gb DA/SFP+ + 2x1Gb BT Network Daughter Card	1	-
385-BBHO	iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise	1	-
634-BBWU	OpenManage Essentials, Server Configuration Management	1	-
429-AAQM	DVD ROM SATA Internal	1	-
325-BCJU	Dell EMC 1U Standard Bezel	1	-
770-BBBL	ReadyRails Sliding Rails With Cable Management Arm	1	-
384-BBBL	Performance BIOS Settings	1	-
450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	1	-
343-BBDK	Electronic System Documentation and OpenManage DVD Kit, PowerEdge R630	1	-
619-ABVR	No Operating System	1	-
421-5736	No Media Required	1	-
332-1286	US Order	1	-
330-BBCS	Riser with up to 1, x8 PCIe Slots + 1, x16 PCIe Slots for x8, 2 PCIe Chassis with 1 Processor	1	-
951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell	1	-
955-9041	Dell Hardware Limited Warranty Plus On Site Service Extended Year	1	-
976-7728	Dell Hardware Limited Warranty Plus On Site Service	1	-
976-7781	ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch,EXT to 2 Year	1	-
976-7782	ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Year	1	-
976-7796	ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 5 Year	1	-
804-6750	ProDeploy Plus Dell Server R Series 1U/2U -	1	-

804-6751	Deployment			
	ProDeploy Plus Dell Server R Series 1U/2U -	1	-	-
	Deployment Verification			
812-4005	ProDeploy Plus Training Credits 300 Redeem at	1	-	-
	www.LearnDell.com Expires 1Yr from Order Date			
973-2426	Declined Remote Consulting Service	1	-	-
370-ACNS	32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width	2	-	-
400-AJRU	300GB 15K RPM SAS 2.5in Hot-plug Hard Drive	2	-	-
540-BBBJ	QLogic 57810 Dual Port 10Gb Direct Attach/SFP+	1	-	-
	Low Profile Network Adapter			
450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10	2	-	-
	Feet (3m), Power Cord, North America			

Subtotal:	\$78,134.97
Shipping:	\$0.00
Environmental Fees:	\$0.00
Estimated Tax:	\$4,421.03
Total:	\$82,556.00

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for [Consumer warranties](#); for [Commercial warranties](#)).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply ([Consumer](#); [Commercial](#)). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

***Dell Financial Services Lease:**

1. This proposal is property of Dell Financial Services and contains confidential information. This proposal shall not be duplicated or disclosed in whole or part. Minimum transaction size \$500.
2. All terms are subject to credit approval, execution and return of mutually acceptable lease documentation.
3. Lease rates are based upon the final amount, configuration and specification of the supplied equipment. Interim rent may apply and be due in the first payment cycle.
4. The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items, which shall be for Lessee's account.
5. This proposal is valid through the expiration date shown above, or, if none is specified, for 30 calendar days from date of presentation.



QUOTATION

Quote #: 739194380
 Customer #: 6971104
 Contract #: WN03AGW
 CustomerAgreement #: MNWNC-108/7157034003
 Quote Date: 05/10/2017
 Customer Name: CITY OF UKIAH

Date: 5/11/2017

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: ALFRED J FIRENZE PHONE: 1800 - 2893355
 Email Address: Brian.Kincade@DELL.com Phone Ext: 80000

GROUP: 1 QUANTITY: 1 SYSTEM PRICE: \$54,380.11 GROUP TOTAL: \$54,380.11

Description	Quantity
SC4020 10Gb iSCSI - 4ports (210-ACRR)	1
Thank you choosing Dell. For tech support, visit http://www.compellent.com/Support-Services.aspx or call 1-866 (931-7307)	1
Dell Hardware Limited Warranty Initial Year (973-8834)	1
Dell Hardware Limited Warranty Extended Year(s) (973-8835)	1
Dell Compellent Copilot: 4-Hour 7x24 On-site Service After Problem Diagnosis, Initial Year (976-1795)	1
Dell Compellent Copilot: 4-Hour 7x24 On-site Service After Problem Diagnosis, 4 Year Extended (976-1806)	1
Dell Compellent Copilot: 7x24 HW / SW Tech Support and Assistance , 5 Year (976-1807)	1
US Order (332-1286)	1
ProDeploy Plus Dell Storage SC Series 4XXX SAN - Deployment (804-2137)	1
ProDeploy Plus Dell Storage SC Series 4XXX SAN - Deployment Verification (804-2138)	1
ProDeploy Plus Training Credits 700 Redeem at www.LearnDell.com Expires 1Yr from Order Date (812-4007)	1
SC4020 Storage Center Software Bundle, Base 48 License (632-BBCM)	1
SC4020 Storage Optimization Bundle, Base 48 License (632-BBCK)	1
SC4020 Storage Optimization Bundle, Expansion 24 License (632-BBCQ)	1
SC4020 Storage Center Software Bundle, Expansion 24 License (632-BBCP)	1
Application Protection Manager License (634-BEYO)	1
Software Support, 7X24, Storage Center Software Base Bundle License, 5 Year (976-1812)	1
Software Support: 7X24, Storage Center Application Protection Manager Suite License, 5 Years (998-4104)	1
Software Support, 7x24, Storage Center Software Expansion Bundle License, 5 Yrs (976-1815)	1
Software Support, Performance Bundle Expansion License, 7X24, 5Year (976-1823)	1
Software Support, Performance Bundle Base License, 7X24, 5 Year (976-1818)	1
SHIP,SC4020,DAO (340-AIZT)	1
Info SKU - No Hard Drive (400-ACPB)	1
Dell 1.92TB, SAS, 12Gb, 2.5 RI SSD (400-AJFE)	12
Enclosure Blank, SAS, Drive Bay Blanks, 2.5" (400-ADOJ)	12

Jumper Cord, 12A,0.6M,C13,C14 (TW/APCC countries except ANZ, EU), 2 Pcs (450-ADHI)	1
(*)	1

GROUP: 2 QUANTITY: 1 SYSTEM PRICE: \$10,950.43 GROUP TOTAL: \$10,950.43

Description	Quantity
Compellent SC200 Enclosure (add-on enclosure) (225-3873)	1
US / Canada Shipment - SC200 (331-9142)	1
ReadyRails II Static Rails for 4-post Racks (770-BBCM)	1
Thank you choosing Dell. For tech support, visit http://www.compellent.com/Support-Services.aspx or call 1-866 (931-7307)	1
Dell Hardware Limited Warranty Initial Year (968-0652)	1
Dell Hardware Limited Warranty Extended Year(s) (968-0653)	1
Dell Compellent Copilot: 4-Hour 7x24 On-site Service After Problem Diagnosis, Initial Year (972-5332)	1
Dell Compellent Copilot: 4-Hour 7x24 On-site Service After Problem Diagnosis, 4 Year Extended (972-5335)	1
Dell Compellent Copilot: 7x24 HW / SW Tech Support and Assistance , 5 Year (972-5342)	1
ProDeploy Plus Dell Storage SC Disk Series 200/220 2U Exp Enclosure - Deployment (804-2127)	1
ProDeploy Plus Dell Storage SC Disk Series 200/220 2U Exp Enclosure - Deployment Verification (804-2130)	1
ProDeploy Plus Training Credits 200 Redeem at www.LearnDell.com Expires 1Yr from Order Date (812-4011)	1
SC200, 4TB NL SAS 6Gb, 7.2K, 3.5 HDD (342-5836)	12
6Gb Mini-SAS to Mini-SAS Cable, 2M, Qty 2 (331-9146)	1
C13 to C14, PDU Style, 10 AMP, 2 Feet (.6m), Power Cord, Qty2 (331-7992)	1
(*)	1

GROUP: 3 QUANTITY: 4 SYSTEM PRICE: \$10,939.48 GROUP TOTAL: \$43,757.92

Description	Quantity
Compellent SC200 Enclosure (add-on enclosure) (225-3873)	4
US / Canada Shipment - SC200 (331-9142)	4
ReadyRails II Static Rails for 4-post Racks (770-BBCM)	4
Thank you choosing Dell. For tech support, visit http://www.compellent.com/Support-Services.aspx or call 1-866 (931-7307)	4
Dell Hardware Limited Warranty Initial Year (968-0652)	4
Dell Hardware Limited Warranty Extended Year(s) (968-0653)	4
Dell Compellent Copilot: 4-Hour 7x24 On-site Service After Problem Diagnosis, Initial Year (972-5332)	4
Dell Compellent Copilot: 4-Hour 7x24 On-site Service After Problem Diagnosis, 4 Year Extended (972-5335)	4
Dell Compellent Copilot: 7x24 HW / SW Tech Support and Assistance , 5 Year (972-5342)	4
ProDeploy Plus Dell Storage SC Disk Series 200/220 2U Exp Enclosure - Deployment (804-2127)	4
ProDeploy Plus Dell Storage SC Disk Series 200/220 2U Exp Enclosure - Deployment Verification (804-2130)	4
ProDeploy Plus Training Credits 200 Redeem at www.LearnDell.com Expires 1Yr from Order Date (812-4011)	4
SC200, 4TB NL SAS 6Gb, 7.2K, 3.5 HDD (342-5836)	48
6Gb Mini-SAS to Mini-SAS Cable, 0.6M, Qty 2 (331-9144)	4
C13 to C14, PDU Style, 10 AMP, 2 Feet (.6m), Power Cord, Qty2 (331-7992)	4

(*)

1

SOFTWARE & ACCESSORIES**GROUP TOTAL: \$277.01**

Product	Quantity	Unit Price	Total
6Gb Mini-SAS to Mini-SAS Cable, 2M, Qty 2, Customer Kit (331-9833)	1	\$41.97	\$41.97
SFP+ Cable, 3M, Customer Kit (331-9943)	4	\$58.76	\$235.04

COMMENT

DLA136480
DLA136480
DLA136480

*Total Purchase Price:	\$111,817.24
Product Subtotal:	\$109,365.47
Tax:	\$2,451.77
Shipping & Handling:	\$0.00
State Environmental Fee:	\$0.00
Shipping Method:	LTL 5 DAY OR LESS
	(* Amount denoted in \$)

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Statement of Conditions

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Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (www.dell.com/CTS), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Additional Terms for Public Customers

If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms: A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address, and for software downloads is based on your "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

All information supplied to CITY OF UKIAH for the purpose of this proposal is to be considered confidential information belonging to Dell.

About Dell

Dell Inc. listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit www.dell.com.

Privacy Policy

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit dell.com/privacy.



A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total: \$23,900.70

Quote number:
3000013590069.2

Quote date:
Jun. 7, 2017

Quote expiration:
Jul. 7, 2017

Deal ID:
13333962

Company name:
CITY OF UKIAH

Customer number:
6971104

Phone:
(707) 463-6233

Sales rep information:
A.J. Firenze
Alfred_Firenze@Dell.com
(800) 456-3355
Ext: 5139192

Bill to:
CITY OF UKIAH
300 SEMINARY AVE
UKIAH
CA 95482-5400
US
(707) 463-6233

Pricing Summary

Item	Qty	Unit price	Subtotal
Dell Networking S4048-ON	2	\$11,523.33	\$23,046.66

Subtotal:	\$23,046.66
Shipping:	\$0.00
Environmental Fees:	\$0.00
Non-Taxable Amount:	\$12,849.16
Taxable Amount:	\$10,197.50
Estimated Tax:	\$854.04

Total: \$23,900.70

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,

A.J. Firenze

Order this quote easily online through your [Premier page](#),
or if you do not have Premier, using [Quote to Order](#)

Shipping Group 1

Shipping Contact: SCOTT SHAVER	Shipping phone: (707) 463-6233	Shipping via: Standard Ground	Shipping Address: 411 W CLAY ST UKIAH CA 95482-7301 US
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SKU	Description	Qty	Unit Price	Subtotal
	Dell Networking S4048-ON	2	\$11,523.33	\$23,046.66
Estimated Delivery Date: Jun. 16 - Jun. 23, 2017				
Contract Code: WN03AGW				
Customer Agreement No: MNWNC-108/7157034003				
210-ADUW	Dell Networking S4048-ON, 48x 10GbE SFP+ and 6x 40GbE QSFP+ ports, IO to PSU air, 1x AC PSUs, DNOS9	2	-	-
634-BCWZ	Dell Networking OS9, S4048-ON	2	-	-
450-AAQB	Power Supply, AC, 460w, IO to PSU airflow, S4048-ON	2	-	-
634-BCXM	Software, Rights to use L3 on OS9, S4048-ON/S4048T-ON	2	-	-
634-BCWX	Dell Networking S4048-ON User Guide	2	-	-
332-1286	US Order	2	-	-
951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell	2	-	-
997-6304	Dell Hardware Limited Warranty Extended Year(s)	2	-	-
997-6305	Dell Hardware Limited Warranty Initial Year	2	-	-
997-6306	Info 3rd Party Software Warranty provided by	2	-	-

Vendor				
997-6353	ProSupport Plus: Next Business Day Onsite Service	2	-	-
	After Problem Diagnosis, 4 Year Extended			
997-6356	ProSupport Plus: Next Business Day Onsite Service	2	-	-
	After Problem Diagnosis, Initial Year			
997-6365	ProSupport Plus: 7x24 HW/SW Tech Support and	2	-	-
	Assistance, 5 Year			
804-2147	ProDeploy Plus Dell Networking S Series 4XXX Switch	2	-	-
	- Deployment			
804-2148	ProDeploy Plus Dell Networking S Series 4XXX Switch	2	-	-
	- Deployment Verification			
812-4037	ProDeploy Plus Training Credits 500 Redeem at	2	-	-
	www.LearnDell.com Expires 1Yr from Order Date			
470-AAGL	Dell Networking, Cable, SFP+ to SFP+, 10GbE,	2	-	-
	Copper Twinax Direct Attach Cable, 0.5 Meter			
470-AAGR	Dell Networking, Cable, SFP+ to SFP+, 10GbE,	10	-	-
	Copper Twinax Direct Attach Cable, 5 Meter			
450-AAFH	Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	4	-	-

Subtotal:	\$23,046.66
Shipping:	\$0.00
Environmental Fees:	\$0.00
Estimated Tax:	\$854.04
Total:	\$23,900.70

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for [Consumer warranties](#); for [Commercial warranties](#)).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply ([Consumer](#); [Commercial](#)). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

***Dell Financial Services Lease:**

1. This proposal is property of Dell Financial Services and contains confidential information. This proposal shall not be duplicated or disclosed in whole or part. Minimum transaction size \$500.
2. All terms are subject to credit approval, execution and return of mutually acceptable lease documentation.
3. Lease rates are based upon the final amount, configuration and specification of the supplied equipment. Interim rent may apply and be due in the first payment cycle.
4. The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items, which shall be for Lessee's account.
5. This proposal is valid through the expiration date shown above, or, if none is specified, for 30 calendar days from date of presentation.



A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total: \$11,489.00

Quote number:
3000013539146.2

Quote date:
Jun. 7, 2017

Quote expiration:
Jul. 7, 2017

Company name:
CITY OF UKIAH

Customer number:
6971104

Phone:
(707) 463-6233

Sales rep information:
Michelle Thompson
Michelle_M_Thompson@Dell.com
(800) 456-3355
Ext: 5139059

Bill to:
CITY OF UKIAH
300 SEMINARY AVE
UKIAH
CA 95482-5400
US
(707) 463-6233

Pricing Summary

Item	Qty	Unit price	Subtotal
Dell Custom Enterprise Deploym ent Services, Compellent	11	\$909.08	\$9,999.88
Dell Custom Enterprise Deploym ent Services, Compellent	1	\$97.88	\$97.88
Dell Custom Enterprise Deploym ent Services, Compellent	5	\$9.09	\$45.45
Dell Custom Enterprise Deploym ent Services, Compellent	3	\$0.90	\$2.70
Dell Custom Enterprise Deploym ent Services, Compellent	9	\$0.01	\$0.09
Dell Infrastructure Deployment Services Flexible Computing E xpense \$1000	1	\$995.00	\$995.00
Dell Infrastructure Deployment Services Flexible Computing E xpense \$100	3	\$99.50	\$298.50

Item	Qty	Unit price	Subtotal
Dell Infrastructure Deployment Services Flexible Computing Expense \$1	50	\$0.99	\$49.50

Subtotal:	\$11,489.00
Shipping:	\$0.00
Environmental Fees:	\$0.00
Non-Taxable Amount:	\$11,489.00
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$11,489.00

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,

Michelle Thompson

Order this quote easily online through your [Premier page](#),
or if you do not have Premier, using [Quote to Order](#)

Shipping Group 1

Shipping Contact: SCOTT SHAVER	Shipping phone: (707) 463-6233	Shipping via: Standard Ground	Shipping Address: 411 W CLAY ST UKIAH CA 95482-7301 US
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SKU	Description	Qty	Unit Price	Subtotal
	Dell Custom Enterprise Deploy ment Services, Compellent	11	\$909.08	\$9,999.88
Estimated Delivery Date: Jun. 16 - Jun. 22, 2017				
Contract Code: WN03AGW				
Customer Agreement No: MNWNC-108/7157034003				

971-0003	Dell Custom Enterprise Deploy ment Services, Compellent	11	-	-
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SKU	Description	Qty	Unit Price	Subtotal
	Dell Custom Enterprise Deploy ment Services, Compellent	1	\$97.88	\$97.88
Estimated Delivery Date: Jun. 16 - Jun. 22, 2017				
Contract Code: WN03AGW				
Customer Agreement No: MNWNC-				

108/7157034003

971-0005	Dell Custom Enterprise Deploym ent Services, Compellent	1	-	-
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SKU	Description	Qty	Unit Price	Subtotal
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	Dell Custom Enterprise Deploym ent Services, Compellent	5	\$9.09	\$45.45
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Estimated Delivery Date: Jun. 16 - Jun. 22, 2017

Contract Code: WN03AGW

Customer Agreement No: MNWNC-
108/7157034003

971-0006	Dell Custom Enterprise Deploym ent Services, Compellent	5	-	-
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SKU	Description	Qty	Unit Price	Subtotal
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	Dell Custom Enterprise Deploym ent Services, Compellent	3	\$0.90	\$2.70
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Estimated Delivery Date: Jun. 16 - Jun. 22, 2017

Contract Code: WN03AGW

Customer Agreement No: MNWNC-
108/7157034003

971-0007	Dell Custom Enterprise Deploym ent Services, Compellent	3	-	-
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SKU	Description	Qty	Unit Price	Subtotal
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	Dell Custom Enterprise Deploym ent Services, Compellent	9	\$0.01	\$0.09
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Estimated Delivery Date: Jun. 16 - Jun. 22, 2017

Contract Code: WN03AGW

Customer Agreement No: MNWNC-108/7157034003

971-0008	Dell Custom Enterprise Deployment Services, Compellent	9	-	-
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SKU	Description	Qty	Unit Price	Subtotal
	Dell Infrastructure Deployment Services Flexible Computing Expense \$1000	1	\$995.00	\$995.00

Estimated Delivery Date: Jun. 16 - Jun. 22, 2017

Contract Code: WN03AGW

Customer Agreement No: MNWNC-108/7157034003

935-3405	Dell Infrastructure Deployment Services Flexible Computing Expense \$1000	1	-	-
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SKU	Description	Qty	Unit Price	Subtotal
	Dell Infrastructure Deployment Services Flexible Computing Expense \$100	3	\$99.50	\$298.50

Estimated Delivery Date: Jun. 16 - Jun. 22, 2017

Contract Code: WN03AGW

Customer Agreement No: MNWNC-108/7157034003

935-3415	Dell Infrastructure Deployment Services Flexible Computing Expense \$100	3	-	-
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SKU	Description	Qty	Unit Price	Subtotal
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Dell Infrastructure Deployment Services Flexible Computing Expense \$1	50	\$0.99	\$49.50
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Estimated Delivery Date: Jun. 16 - Jun. 23, 2017

Contract Code: WN03AGW

Customer Agreement No: MNWNC-108/7157034003

935-3425	Dell Infrastructure Deployment Services Flexible Computing Expense \$1	50	-	-
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Subtotal:	\$11,489.00
Shipping:	\$0.00
Environmental Fees:	\$0.00
Estimated Tax:	\$0.00
Total:	\$11,489.00

Important Notes

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1. This proposal is property of Dell Financial Services and contains confidential information. This proposal shall not be duplicated or disclosed in whole or part. Minimum transaction size \$500.
2. All terms are subject to credit approval, execution and return of mutually acceptable lease documentation.
3. Lease rates are based upon the final amount, configuration and specification of the supplied equipment. Interim rent may apply and be due in the first payment cycle.
4. The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items, which shall be for Lessee's account.
5. This proposal is valid through the expiration date shown above, or, if none is specified, for 30 calendar days from date of presentation.

Price Quotation



Mike McDonough
Sr. Account Executive
611 Anton Blvd, Suite 700
Costa Mesa, CA 92626
Phone: 203-520-0307
Email: mike@red8.com

To: City of Ukiah
300 Seminary Ave, Ukiah, CA 95482

Attn: City of Ukiah

Quote Date: 05/10/2017

Quote Valid Until: 06/10/2017

Quote Number: 6001208109-01

FCA: Origin

Terms: Net 30

Support Term: 60 Months

City of Ukiah Data Protection Suite - 60 Month				
Qty.	Part Number	Description	Price	Ext. Price
	EMC DPS Suite			
1	458-000-882	EMC DATA PROTECTION SUITE FOR BACKUP		
1	456-107-280	DPS for BU DP Search ENABLER=CA		
1	456-110-556	CloudBoost v2 VM 2TB for DPS ENABLER=CA		
1	456-110-557	CloudBoost v2 Client for DPS ENABLER=CA		
1	456-110-503	AVAMAR F DPS BACKUP ENABLER=IA		
1	456-103-951	Backup and Recovery Manager - NetWorker		
1	456-106-406	DPS for BU DDBoost for Apps ENABLER=CA		
1	456-103-950	Backup and Recovery Manager Avamar		
6	456-109-723	NW 9+DPS CAP ENABLER=CA		
6	456-106-112	EMC BACKUP SUITE DPA ENABLER-B=CB		
6	456-105-958	Data Prot Suite Backup 1-10TB=CA		
1	458-002-015	Multiple systems management		
1	456-112-201	Multiple systems management =CC		
1	458-002-060	DPA SINGLE FEDERATED REPORTING SERVER		
1	456-112-408	DPA Single Fed Reporting Server=IA		
1	458-001-481	EMC Granular Recovery for Microsoft=IC		
1	456-111-143	EMC GLR for MS Apps Enabler=CA		
			Software Total	\$25,345.00
1	M-ENHSWDD-M1	ENHANCED SOFTWARE SUPPORT (DD)		
1	M-ENHSWDD-H1	ENHANCED SOFTWARE SUPPORT (DD)		
1	M-ENHSWDD-M1	ENHANCED SOFTWARE SUPPORT (DD)		
1	M-ENHSWDD-M1	ENHANCED SOFTWARE SUPPORT (DD)		
			Support Total	\$27,812.00
1	PS-BAS-NWSMBR	Remote Implementation for SMB base svc		
			PS Total	\$2,743.00
			DPS Total	\$55,900.00

Price Quote to Schedule

Revision Date: 07/2015

Price Quotation



Mike McDonough
Sr. Account Executive
611 Anton Blvd, Suite 700
Costa Mesa, CA 92626
Phone: 203-520-0307
Email: mike@red8.com

Sales Terms and Conditions:

This Price Quotation is subject to the terms and conditions of the Master Sales and Services Agreement No. 301330. Upon your acceptance of this Price Quotation, this Price Quotation will be deemed to be a Schedule to the Master Sales and Services Agreement and incorporates by reference the terms and conditions set forth therein.

This transaction is exclusive of applicable tax, maintenance, labor and shipping costs unless otherwise noted.

Please indicate your acceptance of the terms of this Price Quotation by either: (i) issuing a purchase order to Red8, or (ii) having an authorized representative sign in the space below. Such acceptance will evidence your commitment to purchase the Equipment and Services and acquire the Software identified above. Furthermore, by accepting this Price Quotation, you are agreeing to execute and return to Red8 all documentation necessary to complete this transaction within 7 days of receipt by you. Acceptance of this Price Quotation will be contingent upon final credit review and approval by Red8 management at our corporate offices in Costa Mesa, California.

This Price Quotation, including the pricing information and terms set forth herein, is proprietary and confidential to Red8. You may not disclose or distribute this Price Quotation to third parties without the prior written consent of Red8.

Sincerely,

Mike McDonough
Sr. Account Executive

Agreed to and Accepted by:
City of Ukiah

By: _____

Title: _____

Date: _____

PO #: _____

Price Quote to Schedule

Revision Date: 07/2015

Financing Proposal for UKIAH, CITY OF

2017-06-15

Executive Overview

IBM Global Financing (IGF) is pleased to provide UKIAH, CITY OF with a financing proposal for your product acquisition. IGF is the world's largest IT financing provider, with over 25 years of experience helping customers with flexible financing offerings. As a captive lender, IGF can help you take advantage of very competitive rates that are driven by our unique position in the marketplace.

Financing is an effective way to obtain the products you need to maintain your competitiveness and grow your business without breaking the budget. Financing can also help you accelerate the ROI of your investment by helping you smooth out high upfront costs into predictable payments that more effectively match costs to expected benefits. It can help you better manage cash flow and budgets because of the predictability that financing payments provide you.

Our financing solutions can help you stay within budget by turning up-front costs into affordable monthly payments as well as:

- Control expenses
- Match cash flow to expected business benefits
- Conserve cash for other strategic initiatives

In the current economic climate, it's crucial that your business continue to invest in critical technology to maintain a competitive edge. IBM Global Financing can help you finance your entire IBM solution by providing access to capital and customized financing structures that best fit your requirements.

Please review the attached Business Case Overview and remember that choosing IBM Global Financing can help you acquire the solutions you need NOW and simplify the way you manage your overall IT strategy.

IBM Global Financing offerings are provided through IBM Credit LLC in the United States and other IBM subsidiaries and divisions worldwide to qualified commercial and government customers.

Neither IBM nor IGF makes any representation whatsoever regarding your accounting treatment applicable to the transaction included in this proposal. IBM will account for this transaction under local accounting standards and under U.S. GAAP for U.S. reporting purposes.

We look forward to discussing this proposal with you in greater detail at your earliest convenience.

Lease/Financing Proposal for UKIAH, CITY OF

Maria Santos de Bustamante Sa
marias@br.ibm.com

2017-06-15

Rates and offerings listed herein are subject to change, extension, or withdrawal without notice.

Assumptions	
Term in months	60
Installation Date	2017-07-31
Rate Expiration Date	2017-07-15

Payments are Annually in Advance under a/an M7 - LPMA (Lease Purchase Master Agreement) contract

Summary	
Total Purchase Price Financed	\$285,662.94
Total Periodic Payment	\$298,404.75
Estimated Average Rate	2.23%
Proposal Number	X0004168505
Customer Number	1803646
Credit Request Number	CR00001EA08A

FPO Description	Qty	Purchase Price	Total Amount Financed	Fin Type	Rate/\$K	Periodic Payment	Estimated Rate
XHWD-LOA -	1	\$172,351.28	\$172,351.28	IH	\$208.5785	\$35,948.77	2.15%
TOTAL HW			\$172,351.28			\$35,948.77	2.15%
XSV2-OEM -	1	\$80,239.82	\$80,239.82	IS	\$209.4956	\$16,809.89	2.37%
9TX8-TAX -	1	\$7,726.84	\$7,726.84	IS	\$208.7034	\$1,612.62	2.18%
XSW1-OEM -	1	\$25,345.00	\$25,345.00	IS	\$209.4956	\$5,309.67	2.37%
TOTAL SW/Svcs			\$113,311.66			\$23,732.18	2.36%
TOTAL			\$285,662.94			\$59,680.95	2.23%

Step Payment Summary

Description	Qty	Step term	From	To	Step rate	Step payment
XSV2-OEM -	1	60	1	60	209.4956	\$16,809.89
9TX8-TAX -	1	60	1	60	208.7034	\$1,612.62
XSW1-OEM -	1	60	1	60	209.4956	\$5,309.67
XHWD-LOA -	1	60	1	60	208.5785	\$35,948.77

Payment Summary

	2017	2018	2019	2020	2021	2022
Jan						
Feb						
Mar						
Apr						
May						
Jun						
Jul						
Aug	\$59,680.95	\$59,680.95	\$59,680.95	\$59,680.95	\$59,680.95	
Sep						
Oct						
Nov						
Dec						
Total	\$59,680.95	\$59,680.95	\$59,680.95	\$59,680.95	\$59,680.95	\$0.00

Average estimated Interest Rate is 2.23%

Grow your business without breaking the budget. Financing can also help you accelerate the ROI of your investment by helping you smooth out high upfront costs into predictable payments that more effectively match costs to expected benefits. It can help you better manage cash flow and budgets because of the predictability that fixed financing payments provide you.

This offering provides low monthly payments to meet budgetary requirements.

- Improve your ROI payback rate
- Pay for your product acquisition with fixed, predictable payments
- Preserve your cash flow and other lines of credit

Additional financing options such as annual payments, or step payments may be available upon request.

DISCLAIMER :

IBM Global Financing offerings are provided through IBM Credit LLC in the United States, IBM Canada Ltd. in Canada, and other IBM subsidiaries and divisions worldwide to qualified commercial and government clients. Rates and availability are based on a client's credit rating, financing terms, offering type, equipment and product type and options, and may vary by country. Non-hardware items must be one-time, non-recurring charges and are financed by means of loans. Other restrictions may apply. Rates and offerings are subject to change, extension or withdrawal without notice and may not be available in all countries.

This document is provided as an accommodation and solely as a reference tool for planning purposes. It is not intended and does not create an offer or binding legal obligation on the part of IGF to provide financing on the terms outlined herein. Any such offer or commitment would be in writing and would be subject to and preceded by satisfactory completion of the requisite credit and business reviews. The receipt of all customary internal IBM Global Financing approvals and its effectiveness would be conditioned upon the prior execution of documentation acceptable to both parties.

Lease Purchase Master Agreement No: _____

This Lease/Purchase Master Agreement For State and Local Government ("Agreement") covers the terms and conditions under which IBM Credit LLC will finance various charges. In addition, attached is the form of Lease/Purchase Supplement and Exhibits thereto.

This Agreement and its applicable Supplements and Addenda are the complete agreement regarding the Financing Transactions and replace any prior oral or written communications between both parties. If there is a conflict of terms among the documents, the order of precedence will be as follows: (a) attachments or addenda to the Supplement, (b) Supplement, (c) attachments or addenda to the Agreement, (d) this Agreement.

By signing below, both parties agree to the terms of this Agreement. Once signed, any reproduction of this Agreement or a Supplement made by reliable means (for example, photocopy or facsimile) is considered an original.

Part 1 - Definitions

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Lease/Purchase Master Agreement.

"Commencement Date" is the date when the term of a Financing Transaction and Lessee's obligation to pay Lease Payments for such Financing Transaction commence, which date shall be set forth in each Lease/Purchase Supplement.

"Equipment" means, collectively, the equipment lease/purchased pursuant to this Agreement, and with respect to each Lease/Purchase Supplement, the equipment described in each Lease/Purchase Supplement, and all repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.1 or Part 9.

"Event of Default" is defined in Section 13.1.

"Financed Items" means any software program licenses, maintenance, services, and other one-time charges to be lease/purchased pursuant to this Agreement, and with respect to each Lease/Purchase Supplement, such items described therein.

"Financing Transaction" means the lease/purchase transaction for Property set forth in any Lease/Purchase Supplement entered into pursuant this Agreement.

"Lease/Purchase Supplement" or "Supplement" means a Lease/Purchase Supplement in the form attached hereto.

"Lease Payments" means the Lease Payments payable by Lessee under Part 6 of this Agreement and with respect to each Lease/Purchase Supplement, the Payment Amounts set forth in each Lease/Purchase Supplement in Exhibit 1 thereto.

"Lease Payment Dates" means the dates for the Lease Payments as set forth in the Payment Schedules for each Lease/Purchase Supplement.

"Lease Term" means, with respect to a Financing Transaction, the Original Term and all Renewal Terms. The Lease Term for each Financing Transaction entered into hereunder shall be set forth in a Lease/Purchase Supplement, as provided in Section 4.2.

"Lessee" or "Customer" means the entity identified as such on the signature line below, and its permitted successors and assigns.

"Lessor" means the entity identified as such on the signature line below, and its successors and assigns.

"Nonappropriation Event" is defined in Section 6.6.

"Original Term" means, with respect to a Financing Transaction, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

"Payment Schedule" means, with respect to a Financing Transaction, one or more schedules of lease payments for the Original Term and all Renewal Terms that indicates the Payment Due Date, the Lease Payment, the Interest Component and the Prepayment Price as set forth in each Payment Schedule.

"Property" means, collectively, the Equipment and Financed Items lease/purchased pursuant to this Agreement, and with respect to each Lease/Purchase Supplement, the Equipment and Financed Items described in such Lease/Purchase Supplement.

"Purchase Price" means the amount that Lessee may, in its discretion, pay to Lessor to purchase the Property under a Lease/Purchase Supplement, as provided in Section 11.1 and as set forth in the Lease/Purchase Supplement.

"Renewal Terms" means the renewal terms of a Financing Transaction, each having a duration of one year and a term coextensive with Lessee's budget year.

"State" means the state or commonwealth where Lessee is located.

"Supplier" means International Business Machines Corporation "IBM", or any other manufacturer, vendor or provider of the Property leased/purchased by Lessee.

Part 2 - Separate Financings

Each Supplement executed and delivered under this Agreement shall be a separate financing, distinct from other Supplements. Without limiting the foregoing, upon the occurrence of an Event of Default or a Nonappropriation Event with respect to a Supplement, Lessor shall have the rights and remedies specified herein with respect to the Property financed and the Lease Payments payable under such Supplement, and except as expressly provided in Section 12.2 below, Lessor shall have no rights or remedies with respect to Property financed or Lease Payments payable under any other Supplements unless an Event of Default or Nonappropriation Event has also occurred under such other Supplements.

Part 3 - Lessee's Covenants

As of the Commencement Date for each Supplement executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor as follows:

- a. Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Supplement and the transactions contemplated thereby and to perform all of its obligations thereunder. Lessee has a substantial amount of one or more of the following sovereign powers: (i) the power to tax, (ii) the power of eminent domain, and (iii) the police power.
- b. Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.
- c. Lessee has been duly authorized to execute and deliver this Agreement and the Supplement by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Supplement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the Supplement and the acquisition by Lessee of the Property thereunder. On or before the Commencement Date, Lessee shall cause to be executed an Opinion of Lessee's Counsel in substantially the form attached to the form of the Supplement as Exhibit 2 and a Lessee's Certificate in substantially the form attached to the form of the Supplement as Exhibit 3.
- d. During the Lease Term for the Supplement, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.
- e. Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Supplement in such form and containing such information as may be requested by Lessor.
- f. Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Lease Payments under the Supplement and will not use or permit the use of the Property in such a manner as to cause a Supplement to be a "private activity bond" under Section 141(a) of the Code. Lessee covenants and agrees that no part of the proceeds of the Supplement shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Supplement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Supplement.
- g. The execution, delivery and performance of this Agreement and the Supplement and compliance with the provisions hereof and thereof by Lessee does not conflict with, or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease of, or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.
- h. Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days' prior notice to Lessor.

Part 4 - The Transactions

4.1 Lease of Property. On the Commencement Date of each Financing Transaction executed in the Supplement hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Supplement, in accordance with this Agreement and such Supplement, for the Lease Term set forth in such Supplement.

4.2 Lease Term. The term of each Financing Transaction shall commence on the Commencement Date set forth in the Certificate of Acceptance and shall terminate upon payment of the final Lease Payment set forth in such Payment Schedule and the exercise of the Deemed Purchase described in Section 11.1, unless terminated sooner pursuant to this Agreement or the Supplement.

4.3 Delivery, Installation and Acceptance of Property. Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Supplement, and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Supplement is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Certificate of Acceptance substantially in the form attached to the Supplement.

4.4 Assignment to Lessor. With respect to Property, Lessee assigns for security purposes to Lessor, effective upon Lessor signing the Supplement, its right to purchase the Property from its Supplier. Although Lessor shall have the obligation to pay the Supplier for the Property, not to exceed the principal amount set forth in the Supplement, title to the Property shall pass directly from Supplier to Lessee subject to Lessor's right under Section 7.3 hereunder, or unless otherwise provided. All other rights and obligations as defined in the agreement between Lessee and Lessee's Supplier governing the purchase of the Property ("Purchase Agreement") shall remain with Lessee. Lessee represents that it has reviewed and approved the Purchase Agreement. Lessor will not modify or rescind the Purchase Agreement.

4.5 Credit Review. For each Financing Transaction, Lessee consents to a reasonable credit review by Lessor.

Part 5 - Lessor's Rights of Access

5.1 Enjoyment of Property. Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. Neither Lessor nor its successors or assigns shall interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Supplement.

5.2 Location; Inspection. The Property will be initially located or based at the location specified in the applicable Supplement. Upon reasonable advance request, Lessee agrees to allow Lessor to inspect the Equipment and its maintenance records during Lessee's normal business hours, subject to Lessee's reasonable security procedures. Lessee will affix to the Equipment any identifying labels supplied by Lessor indicating ownership.

Part 6 – Payments

6.1 Lease Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Lease Payments for a fiscal year, the Lease Payments for said fiscal year, and only the Lease Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.

6.2 Payment of Lease Payments. Lessee shall promptly pay Lease Payments under each Supplement, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Payment Schedule, at Lessor's address set forth as the "remit to" address in the invoice, unless Lessor instructs Lessee otherwise. Lessee shall pay Lessor a charge on any delinquent Lease Payments in an amount sufficient to cover all additional costs and expenses incurred by Lessor from such delinquent Lease Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Lease Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

6.3 Interest Component. A portion of each Lease Payment due under each Supplement is paid as, and represents payment of, interest, and each Supplement hereunder shall set forth the interest component (or method of computation thereof) of each Lease Payment thereunder during the Lease Term.

6.4 Lease Payments to be Unconditional. SUBJECT TO SECTION 6.6, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE SUPPLEMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY SUPPLIER AS PROVIDED IN SECTION 10.2.

6.5 Continuation of Lease by Lessee. Lessee intends to continue all Supplements entered into pursuant to this Agreement and to pay the Lease Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Lease Payments during the term of all Supplements can be obtained. Lessee agrees that during the budgeting process for each budget year its staff will provide to the governing body of Lessee notification of any Lease Payments due under the Supplements during the following budget year.

6.6 Nonappropriation. If, during the then current Original Term or Renewal Term, sufficient funds are not appropriated to make Lease Payments required under a Supplement for the following fiscal year, Lessee shall be deemed to not have renewed such Supplement for the following fiscal year and the Supplement shall terminate at the end of the then current Original Term or Renewal Term and Lessee shall not be obligated to make Lease Payments under said Supplement beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such nonappropriation (a "Nonappropriation Event") Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Property under said Supplement to Lessor. If Lessee fails to deliver possession of the Property to Lessor upon termination of said Supplement by reason of a Nonappropriation Event, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. In the event of a Nonappropriation Event under a Supplement, Lessee shall cease use of all software financed or acquired under the applicable Supplement and shall confirm and state in writing to Lessor that it has: (1) deleted or disabled all files and copies of the software from the equipment on which it was installed; (2) returned all software documentation, training manuals, and physical media on which the software was delivered; and (3) has no ability to use the returned software. Lessor may, by written instructions to any escrow agent who is holding proceeds of the Supplement, instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to Lessee's obligations under the Supplement and this Agreement. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee. In the event of such nonappropriation, upon request from Lessor, Lessee agrees to provide in a timely manner, written evidence of such nonappropriation, a copy of the fiscal year budget in which such nonappropriation occurred and any other related documentation reasonably requested by Lessor.

Part 7 - Title; Security Interest

7.1 Title to the Property. Upon acceptance of the Equipment by Lessee and unless otherwise required by the laws of the State, title to the Equipment shall vest directly in Lessee from the Supplier, subject to Lessor's interests under the applicable Supplement and this Agreement. Software that the Lessee acquires from the Supplier and finances with Lessor remains the property of the licensor. Ownership of the software is governed by the license agreement between the licensor and the Lessee and is not affected by this Agreement.

7.2 Personal Property. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

7.3 Security Interest. To the extent permitted by law and to secure the performance of all of Lessee's obligations under this Agreement with respect to a Supplement, including without limitation all Supplements now existing or hereafter executed, Lessee grants to Lessor, for the benefit of Lessor and its successors and assigns, a security interest constituting a first lien on Lessee's interest in all of the Equipment under the Supplement, whether now owned or hereafter acquired, all additions, attachments, alterations and accessions to the Equipment, all substitutions and replacements for the Equipment, and on any proceeds of any of the foregoing, including insurance proceeds. Lessee shall execute any additional documents, including financing statements, affidavits, notices and similar instruments, in form and substance satisfactory to Lessor, that Lessor deems necessary or appropriate to establish, maintain and perfect a security interest in the Equipment in favor of Lessor and its successors and assigns. Lessee hereby authorizes Lessor to file all financing statements that Lessor deems necessary or appropriate to establish, maintain and perfect such security interest.

Part 8 – Maintenance and Ancillary Charges

8.1 Maintenance of Equipment by Lessee. Lessee shall keep and maintain the Equipment in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Equipment in conformity with all laws and regulations concerning the Equipment's ownership, possession, use and maintenance, and shall keep the Equipment free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Equipment. Should Lessee fail to maintain, preserve and keep the Equipment in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Equipment in form approved by Lessor and with approved providers.

8.2 Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Property will be exempt from all property taxes. The Lease Payments payable by Lessee under this Agreement and the Supplements hereunder have been established to reflect the savings resulting from this exemption from taxation. Lessee will take such actions necessary under applicable law to obtain said exemption. Nevertheless, if the use, possession or acquisition of the Property is determined to be subject to taxation or later becomes subject to such taxes, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied

against or with respect to the Property. Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term for such Property.

8.3 Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the outstanding principal component of Lease Payments, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Lessor as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Lessor and Lessee as their respective interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Lessor's prior written consent. Upon Lessor's request, Lessee shall, within thirty (30) days of such request, furnish to Lessor, for each Supplement, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above.

8.4 Advances. In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the Supplement for which the Property is under and shall be due and payable on the next Lease Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

Part 9 – Casualty Loss

9.1 Damage or Destruction. If (a) the Property under a Supplement or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Supplement or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt repair, restoration, modification or improvement of the Property, unless Lessee shall have exercised its option to purchase Lessor's interest in the Property if the Supplement so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee and applied to the next Lease Payments coming due on the Supplement. For purposes of Section 8.3 and this Part 9, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

9.2 Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.1, Lessee shall (a) complete such repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 6.2; or (b) exercise its option to purchase Lessor's interest in the Property pursuant to the optional purchase provisions of the Supplement, if any. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after such purchase may be retained by Lessee.

Part 10 – Warranties; Use of Equipment and/or Financed Items

10.1 Disclaimer of Warranties. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Supplier based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Supplier nor any sales representative or other agent of Supplier, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Supplements, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Supplements.

10.2 Supplier's Warranties. Lessor hereby irrevocably assigns to Lessee all rights that Lessor may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Supplier. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Supplier of the Property, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Supplier of the Property.

10.3 Use of the Property. Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Supplement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property (including compliance with any applicable privacy laws, rules or regulations and in conjunction therewith Lessee, upon cessation of the use, operation and control of, and prior to any disposition of the Equipment, shall destroy any data contained thereon that would be subject to such privacy laws, rules or regulations); provided that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Property or its interest or rights under this Agreement. Lessee shall promptly notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Supplement or the Property thereunder.

10.4 Modifications. Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Equipment. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Equipment and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Equipment, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Equipment, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Equipment immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Equipment as may be required from time to time by applicable law or by any governmental authority.

Part 11 – Prepayments

11.1 Deemed Purchase. Lessee shall be deemed to have purchased Lessor's entire interest in all of the Equipment subject to a Supplement and to have terminated any restrictions herein on the Property under such Supplement on the last day of the Lease Term for a Supplement, if the Supplement is still in effect on such day, upon payment in full of the Lease Payments due thereunder. Upon the deemed purchase as set forth in this Section 11.1 or payment of the purchase price pursuant to Section 11.2 hereof, under the applicable Supplement, and performance by Lessee of all other terms, conditions and provisions hereof, Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably require to evidence the transfer, without warranty by or recourse to Lessor, of all of Lessor's right, title and interest in and to the Equipment subject to such Supplement to Lessee.

11.2 Option to Prepay. Lessee shall have the option to prepay (a) in whole, but not in part, the Lease Payments due under a Supplement on any Lease Payment Date, at the Prepayment Price set forth in the Payment Schedule as the "Prepayment Price", or (b) in part, by requesting, in writing, the Prepayment Price for the portion of the remaining Lease Payments allocable to the Property being prepaid plus any past due amounts, accrued interest to the date of such prepayment and any other monetary amounts due under the Supplement to Lessor. The Prepayment Price shall be an amount equal to the present value of the portion of the remaining Lease Payments allocable to the Property being prepaid multiplied by the Prepayment Fee Rate set forth in such Payment Schedule as the "Prepayment Fee Rate". Upon payment of the Prepayment Price and such other amounts due Lessor, Lessee shall be deemed to have purchased Lessor's entire interest in all Property being prepaid, and to have terminated any restrictions herein on the Property prepaid.

Part 12 – Assignment; Risk of Loss

12.1 Assignment by Lessor. Lessor's right, title and interest in, to and under each Supplement and the Property under such Supplement may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor without the consent of Lessee; provided that any assignment shall not be effective against the Lessee until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Supplements.

12.2 Supplements Separate Financings. Assignees of the Lessor's rights in one Supplement shall have no rights in any other Supplement unless such rights have been separately assigned.

12.3 Assignment and Subleasing by Lessee. NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT OR ANY SUPPLEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR. Any request by Lessee to assign a Supplement or any Property thereunder must be accompanied by an opinion of tax counsel satisfactory to Lessor that the

assignment will cause no material change to the federal income tax treatment of the amounts payable as interest under the Supplement.

12.4 Risk of Loss Covenants. Lessee shall not be required to indemnify or hold Lessor harmless against liabilities arising from the Agreement. However, as between Lessor and Lessee, and to the extent permitted by law, Lessee shall bear the risk of loss for, shall pay directly, and shall defend Lessor against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Property, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that (provided that Lessee has complied with its obligations under Section 10.3) Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after Lessee has surrendered possession of the Property in accordance with the terms of the Agreement to Lessor or that arise directly from the gross negligence or willful misconduct of the Lessor.

Part 13 – Defaults and Remedies

13.1 Events of Default Defined. Any of the following shall constitute an "Event of Default" under a Supplement:

- a. Failure by Lessee to pay any Lease Payment under the Supplement or other payment required to be paid with respect thereto at the time specified therein;
- b. Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Supplement, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- c. Any statement, representation or warranty made by Lessee in or pursuant to the Supplement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- d. Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- e. An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.1 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to perform its agreements under this Agreement and the Supplement (other than the obligations on the part of Lessee contained in Part 6 hereof) Lessee shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

A Nonappropriation Event is not an Event of Default.

13.2 Remedies on Default. Whenever any Event of Default exists with respect to a Supplement, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- a. Without terminating the Supplement, and by written notice to Lessee, Lessor may declare all Lease Payments and other amounts payable by Lessee thereunder to the end of the then current budget year of Lessee to be due, including without limitation delinquent Lease Payments under the Supplement from prior budget years, and such amounts shall thereafter bear interest at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less;
- b. Lessor may terminate the Supplement, may enter the premises where the Property subject to the Supplement is located and retake possession of the Equipment and require Lessee to discontinue use of any Financed Items, or require Lessee, at Lessee's expense, to promptly return any or all of the Equipment to the possession of Lessor at such place within the United States as Lessor shall specify and require Lessee to discontinue use of any Financed Items, and Lessor may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code in effect in the State; provided, however, that any proceeds from the disposition of the property in excess of the sum required to (i) pay off any outstanding principal component of Lease Payments, (ii) pay any other amounts then due under the Supplement, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee. Lessee shall confirm and state in writing to Lessor that it has: (1)

deleted or disabled all files and copies of the software from the equipment on which it was installed; (2) returned all software documentation, training manuals, and physical media on which the software was delivered; and (3) has no ability to use the returned software;

c. By written notice to any escrow agent who is holding proceeds of the Supplement, Lessor may instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to payment of Lessee's obligations under the Supplement;

d. Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Supplement and this Agreement.

13.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Part it shall not be necessary to give any notice, other than such notice as may be required in this Part.

13.4 Costs and Attorney Fees. Upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

Part 14 – General

14.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee.

14.2 Arbitrage Certifications. Lessee shall be deemed to make the following representations and covenants as of the Commencement Date for each Supplement:

a. The estimated total costs, including taxes, freight, installation, cost of issuance, of the Financed Items under the Supplement will not be less than the total principal amount of the Lease Payments.

b. Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Lease Payments under the Supplement, or (ii) that may be used solely to prevent a default in the payment of the Lease Payments under the Supplement.

c. The Property under the Supplement has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Lease Payments under the Supplement.

d. There are no other obligations of Lessee which (i) are being sold within 15 days of the Commencement Date of the Supplement; (ii) are being sold pursuant to the same plan of financing as the Supplement; and (iii) are expected to be paid from substantially the same source of funds.

e. The officer or official who has executed the Supplement on Lessee's behalf is familiar with Lessee's expectations regarding this Section 14.2. To the best of Lessee's knowledge, information and belief, the facts and estimates set forth in herein are accurate and the expectations of Lessee set forth herein are reasonable.

14.3 Further Assurances. Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Supplements, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Supplements.

14.4 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. Any county, township, municipality, political subdivision or affiliate (collectively, "Affiliate") of Lessee may enter into a Financing Transaction under this Agreement by signing a Supplement referencing this Agreement and so will be bound to the terms and conditions of this Agreement as Lessee. Nothing in this Agreement obligates the Lessor to provide financing to an Affiliate

14.5 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14.6 Amendments, Changes and Modifications. This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Supplements at the time of such amendment or modification

14.7 Execution in Counterparts. This Agreement and the Supplements hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

14.9 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Agreed to:
<Lessee Legal Name>

Agreed to:
IBM Credit LLC

By _____
Authorized signature

By _____
Authorized signature

Name (type or print):

Name (type or print):

Title (type or print):

Title (type or print):

Date:

Date:

Email Address:

IBM Credit LLC

Lease Payment Schedule

Lessee Name

Lease/Purchase Supplement No. _____

Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

Lease Payment Schedule

Total Principal Amount: \$ _____

Interest Rate for Schedule: _____ %

Prepayment Fee Rate: _____ %

Payment No.	Lease Payment Due Dates	Lease Payments	Principal Component	Interest Component	Prepayment Price (After Making Payment for said Due Date)
-------------	-------------------------	----------------	---------------------	--------------------	---

[Insert Tables]

Lessee:
By:
Name (type or print):
Title (type or print):
Date:

LESSEE'S CERTIFICATE

Re: **Lease/Purchase Supplement No.** _____ to Lease/Purchase Master Agreement No. _____
 between IBM Credit LLC and _____
 ("Lessee").

The undersigned (person signing at the bottom of this document), being the duly qualified and acting representative of the Lessee with the title indicated at the bottom of this document does hereby certify, as of the date executed, as follows:

1. Lessee did, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Lease/Purchase Supplement and any related documents entered into pursuant to the Lease/Purchase Master Agreement (the "Lease/Purchase Supplement") by the following named representative of Lessee, to wit:

NAME OF EXECUTING OFFICIAL(S) AUTHORIZED TO SIGN ANY LEASE/PURCHASE SUPPLEMENT DOCUMENTS (Incl. CERT of ACCEPTANCE)	TITLE OF EXECUTING OFFICIAL(S)	SIGNATURE OF EXECUTING OFFICIAL(S)
NOTE: THE PERSON SIGNING AT THE BOTTOM OF THIS DOCUMENT SHOULD <u>NOT</u> BE LISTED IN THIS TABLE.		
And/ Or		

2. The above-named representative(s) of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. Any meeting(s) of the governing body of the Lessee which were required for the Lease/Purchase Supplement to be approved and authorized to be executed, were duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Lease/Purchase Supplement and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of the Lease/Purchase Supplement have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State. The meeting of the governing body of the Lessee at which the Lease/Purchase Supplement was approved and authorized to be executed was held on _____ **[Lessee must enter the meeting date or "n/a"]**.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Non-appropriation Event (as such terms are defined in the Lease/Purchase Master Agreement (the "Master Agreement")) exists at the date hereof with respect to this Lease/Purchase Supplement or any other Lease/Purchase Supplements under the Master Agreement.

5. The acquisition of all of the Property under the Lease/Purchase Supplement has been duly authorized by the governing body of Lessee.

6. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Lease/Purchase Supplement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

7. Lessee represents and warrants that the Property is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

8. Bank Qualified Tax-Exempt Obligation under Section 265 (Consult tax counsel for applicable provisions.). **[Lessee must select one option below.]**

____ Lessee hereby designates this Lease/Purchase Supplement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Lease/Purchase Supplement falls, in an amount not exceeding \$10,000,000.

or

____ Not applicable

9. Has Lessee ever terminated a lease or financing contract prior to the expiration of its term (including all permitted renewal terms) due to nonappropriation or other provision permitting Lessee to terminate in Lessee's discretion? **[Lessee must select one option below.]**

Yes ____ No ____ If yes, then please describe the circumstances of such termination:

10. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Lease/Purchase Supplement or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Lease/Purchase Supplement, or the validity of the Master Agreement or the Lease/Purchase Supplement, or the payment of principal of or interest on, the Lease/Purchase Supplement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Lease/Purchase Supplement; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Lease/Purchase Supplement.

Lessee:
**By (Signature):
*PRINTED NAME:
*TITLE:
*DATE:
**SIGNER MUST NOT BE THE SAME AS THE EXECUTING OFFICIAL(S) SHOWN IN THE TABLE ABOVE. (I.E. SIGNER MUST NOT BE THE SAME PERSON WHO SIGNED THE LEASE/PURCHASE SUPPLEMENT DOCUMENTS) A SELECTION OR RESPONSE MUST BE MADE IN REGARDS TO STATEMENTS 3, 8 & 9. *ALL FIELDS ARE REQUIRED TO BE COMPLETED.

IBM CREDIT LLC
Certificate of Acceptance

Supplement No:
Certificate of Acceptance No.:

Page __ of __

Customer Name:

IBM Credit LLC
7100 Highlands Parkway
Smyrna, GA 30082
IGFLEASE@us.ibm.com

The Customer certifies and agrees that the information contained in the following table(s), which includes Property description and Amount Financed, is correct and relates to Property leased/purchased under the terms and conditions of the above referenced Supplement with IBM Credit LLC.

Installed at:

TRANSACTION SUMMARY:

Customer No:
Customer Reference:
Payment Period:
Payment Type:

TAXABLE FINANCING TRANSACTION(S)

Qty	Property Description	Original Term (months)	Amount Financed (\$)	Interest Rate	Lease Payments (\$)
	Serial Numbers:				
	TOTAL				

TAX-EXEMPT FINANCING TRANSACTION(S)

Qty	Property Description	Original Term (months)	Amount Financed (\$)	Interest Rate	Lease Payments (\$)
	Serial Numbers:				
	TOTAL				

Customer represents and certifies that Customer has accepted the items listed above or itemized on an attachment ("Accepted Item(s)") to this Certificate of Acceptance ("COA") on the date indicated below. Customer authorizes us to pay Customer's supplier for the Accepted Item(s). Amounts due under the Agreement shall commence upon the date Customer indicates below unless we have otherwise noted on the Supplement.

Customer represents and certifies that our direct payment to Customer's supplier for the Accepted Item(s) will be in full compliance with any and all relevant state laws and regulations or any other legal requirements relating to Customer's procurement or appropriation activities.

IBM CREDIT LLC
Certificate of Acceptance

Supplement No:
Certificate of Acceptance No.:

Page __ of __

Delivery of an executed copy of this COA by facsimile, email or any other reliable means shall be deemed to be as effective for all purposes as delivery of a manually executed copy. Customer understands that we may maintain a copy of this COA in electronic form and agrees that a copy produced from such electronic form or by any other reliable means (for example, photocopy, image or facsimile) shall in all respects be considered equivalent to an original. By signing below, Customer represents and warrants that Customer's name as set forth in the signature block below is Customer's exact legal name and the information identifying Customer's state of organization is true, accurate and complete in all respects.

Lessee is a customer under the Lease/Purchase Master Agreement referenced above ("Agreement") with IBM Credit LLC. By executing the above-referenced Supplement, Lessee represents and certifies that Lessee has accepted the Property supplied directly by International Business Machines Corporation ("IBM") or by another supplier, and listed in the Supplement by the date indicated below. Lessee authorizes IBM Credit LLC to pay such supplier for the Property. Interest on such obligation shall begin to accrue on the Acceptance Date.

Supplier Information

Supplier's Name	Invoice Number	Invoice Date	Amount Financed

_____ (MM/DD/YYYY) ("Acceptance Date" for Accepted Item(s))

Agreed to:

<Customer's Legal Name>

By _____

Authorized signature

Name (type or print):

Title (type or print):

Customer shall return this executed COA to IBM Credit LLC by mail, in an email, or by facsimile within ten (10) days of Acceptance Date.

IBM Credit LLC
Lease/Purchase Supplement

Supplement No:

Page 1 of 2

Lease/Purchase Master Agreement No.:

Associated Supplement:
Amendment/ Addendum No.:

Lessee Name and Address:

Lessor Name and Address:

Lessee Reference No.:

This Supplement to the above referenced Lease/Purchase Master Agreement ("Agreement") is executed between <Lessee legal name> ("Lessee") and IBM Credit LLC ("Lessor").

Payment Period means the period for which a Payment is due and payable (e.g., Month, Quarter). Payment Period is:

Quote Validity Date is the date by which the executed Supplement must be returned to Lessor. Quote Validity Date is:

Supplier:

TAXABLE FINANCING TRANSACTION(S)

Ref. No.	Qty	Property Description	Original Term (months)	Amount Financed (\$)	Interest Rate	Planned Commencement Month
		TOTAL				

TAX-EXEMPT FINANCING TRANSACTION(S)

Ref. No.	Qty	Property Description	Original Term (months)	Amount Financed (\$)	Interest Rate	Planned Commencement Month
		TOTAL				

SPECIAL TERMS AND CONDITIONS:

XXXX

ADDITIONAL TERMS AND CONDITIONS:

"Planned Commencement Month" means for the Financing Transaction to commence, the acceptance date on the Certificate of Acceptance must be prior to the end of the month of "Planned Commencement Month" indicated above unless otherwise approved by Lessor.

The Lease Payment Schedule for this Supplement sets forth the scheduled Lease Payments under this Supplement. The Commencement Date for this Supplement is set forth in the Lease Payment Schedule.

With respect to Financed Items consisting of prepaid maintenance, Lessee accepts the terms of the prepaid maintenance and agrees to look solely to the maintenance provider for provision of such maintenance in accordance with the terms of the contracts with the maintenance provider for said maintenance. Acceptance for purposes of a Supplement shall be the date of acceptance by Lessee in the Certificate of Acceptance.

Lease/Purchase Supplement

IBM Credit LLC

Supplement No:

Page 2 of 2

Lessee agrees that it will timely complete, execute and file the Internal Revenue Service Form 8038-G or Form 8038-GC with the appropriate office of the Internal Revenue Service. Property contained in a Transaction is either Tax-Exempt, whereas the Property qualifies for tax-exempt interest treatment under the Code, or Taxable, whereas the Property does not qualify for tax exempt interest treatment under the Code. The interest rates applicable to this Supplement that provide for Tax-Exempt Lease/Purchase are based on many factors including Lessee's underlying obligation qualifying to pay interest that is treated as exempt by the Internal Revenue Service (IRS) from federal income tax under Section 103(a) of the Internal Revenue Code (Code), as well as many proprietary factors including pricing assumptions made by Lessor as to whether Lessor anticipates being able to recognize any benefits of this tax exemption. Lessee shall pay Lessor, on demand, a sum to be determined by Lessor, that will return to Lessor the economic results Lessor would otherwise have received if: (i) Lessee does not file the above IRS form on a timely basis; or (ii) IRS rules Lessee does not qualify under Section 103(a) of the Code.

The interest rates applicable to a Supplement may reflect fees or other consideration Lessor receives from Lessee's Suppliers that is passed on to Lessee in the form of lower rates.

For a Taxable Financing Transactions, the following provisions of the Lease/Purchase Master Agreement shall not be applicable: (i) Part 3, paragraph (f), (ii) Section entitled Arbitrage Certifications.

Lessor reserves the right to reject any invoice that is: (i) not for information technology Equipment or related software or services, or (ii) dated more than 90 days prior to the date Lessor receives authorization from Lessee to finance.

Capitalized terms set forth in this Supplement or in the attachments, but not defined herein or therein, shall have the meaning set forth in the Lease/Purchase Master Agreement. The complete terms and conditions of the Lease/Purchase Master Agreement are incorporated by reference.

Section entitled "Waiver of Jury Trials" under this Agreement is deleted in its entirety.

In addition to a Supplement, and as a requirement to entering into of Lease/Purchase Supplement, Lessee shall provide in completed and executed form, acceptable to Lessor, the additional documents attached to this Supplement that may include:

(a) Payment Schedule for a Supplement, (b) Opinion of Counsel to the Lessee, (c) Lessee's Certificate, (d) Certificate of Acceptance, (e) State Addendum, if applicable and attached, (f) for Tax-Exempt Financed Items (i) Form 8038-G or 8038-GC (to be filed with Internal Revenue Service by Lessee), (ii) Prepaid Maintenance Certification of Maintenance Provider and (iii) Prepaid Maintenance Certification of Maintenance Vendor.

The Agreement referenced above shall be incorporated herein by reference. Lessee hereunder shall be bound to the terms and conditions of the Agreement as Lessee. The Agreement, this Supplement and any applicable attachments or addenda are the complete, exclusive statement of the parties with respect to the subject matter herein. These documents supersede any prior oral or written communications between the parties. By signing below, Lessee represents and warrants that Lessee's name as set forth in the signature block below is Lessee's exact legal name and the information identifying Lessee's state of organization is true, accurate and complete in all respects. By signing below, both parties agree to the terms represented by this Agreement as it may be amended or modified. Delivery of an executed copy of any of these documents by facsimile or other reliable means shall be deemed to be as effective for all purposes as delivery of a manually executed copy. Lessee acknowledges that we may maintain a copy of these documents in electronic form and agrees that copy reproduced from such electronic form or by any other reliable means (for example, photocopy, image or facsimile) shall in all respects be considered equivalent to an original.

Agreed to:

<Lessee's Legal Name>

By _____

Authorized signature

Name (type or print):

Title (type or print):

Date:

State of Organization:

Agreed to:

IBM Credit LLC

By _____

Authorized signature

Name (type or print):

Title (type or print):

Date:

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority

If Amended Return, check here ☐

1 Issuer's name		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
6 City, town, or post office, state, and ZIP code		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19 If obligations are TANs or RANs, check only box 19a	►	☐	
If obligations are BANs, check only box 19b	►	☐	
20 If obligations are in the form of a lease or installment sale, check box	►	☐	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
- b** Enter the final maturity date of the GIC ▶ _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ _____
- c** Enter the EIN of the issuer of the master pool obligation ▶ _____
- d** Enter the name of the issuer of the master pool obligation ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Date ▶ _____
Signature of issuer's authorized representative Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶ _____			Firm's EIN ▶ _____	
Firm's address ▶ _____			Phone no. ▶ _____	

RESOLUTION 2017-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROVING PURCHASE OF EQUIPMENT AND APPROVING AND AUTHORIZING EXECUTION OF LEASE PURCHASE AGREEMENT AND RELATED DOCUMENTS

WHEREAS:

1. The City has determined to acquire Five (5) "End of Life" Dell servers, Dell Compellent Storage, Two (2) Dell Network Switches and New Backup Software (collectively "the Equipment") as essential components of the City's computer network; and

2. The City Council has determined that acquiring the Equipment under a Lease-Purchase Agreement with IBM Corporation is in the best interests of the City; and

3. Under the Lease-Purchase Agreement and related documents the City, as Lessee of the Equipment, assigns for security purposes to IBM the City's right to purchase the Equipment from Dell. Although IBM is obligated to pay Dell for the Equipment, title to the Equipment passes immediately to the City, subject to IBM's security interest in the Equipment; and

4. The City is obligated under the Lease-Purchase Agreement with IBM to make annual lease payments which will total the purchase price of the Equipment plus interest, provided the City Council appropriates funds each year to make the lease payments; and

5. IBM is satisfied that the terms of the Lease Purchase Agreement avoid the limitation on loans by the City imposed by California Constitution, Article XVI, §8;

NOW, THEREFORE, BE IT RESOLVED that:

1. The purchase of the Equipment from Dell for the total amount of \$_____, including sales tax, is hereby approved.

2. The Lease Purchase Master Agreement, substantially in the form presented to the City Council, for a term of ___ years at an annual interest rate of ___, and the documents incorporated therein or required to complete the City's lease-purchase of the Equipment are hereby approved.

3. The City Manager is hereby authorized to sign the Lease Purchase Master Agreement and related documents on behalf of the City.

PASSED AND ADOPTED on June 21, 2017, by the following Roll Call Vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jim O. Brown, Mayor

ATTEST:

Kristine Lawler, City Clerk