City Council Regular Meeting

AGENDA

Civic Center Council Chamber ♦ 300 Seminary Avenue ♦ Ukiah, CA 95482

December 20, 2017 - 6:00 PM

1 ROLL CALL

2 PLEDGE OF ALLEGIANCE

3 PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

3.a. Oath of Office Ceremony and Introduction of new Police employees: Officer Daniel Pardini, Officer Bryson Walker, Dispatcher Brianne Nelson, and Sergeant Andy Phillips

Recommended Action: Receive oath of office presentation and introduction of new employees

None

3.b. 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

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

Attachment 1 - UVSD Litigation Update Box Files location

Attachment 2 - UVSD Litigation Update Box File #26

4 PETITIONS AND COMMUNICATIONS

5 APPROVAL OF MINUTES

5.a. Approval of the November 15, 2017, Regular Meeting Minutes

Recommended Action: Approve the Minutes of November 15, 2017, a Regular Meeting, as submitted.

Attachment 1 - Minutes of December 6, 2017

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.

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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.

7.a. Report of Disbursements for the Month of November 2017

Recommended Action: Approve the Report of Disbursements for the month of November 2017.

Attachment 1 - November 2017 Summary of Disbursements
Attachment 2 - Account Codes for reference
Attachment 3 - Object Codes for reference
Attachment 4 - November 2017 Disbursement Detail

7.b. Possible Adoption of the Proposed Cannabis Cultivation Ordinance

Recommended Action: Staff requests that the Council adopt the proposed Cannabis Cultivation Ordinance.

Attachment 1 - Cannabis Cultivation Ord INTRODUCED

7.c. Report and Possible Adoption of An Updated Resolution Regarding Annual Mobilehome Park Rent Stabilization Administration Fees

Recommended Action: Adopt the Resolution to amend and update the arbitration and administrative costs; and direct staff to charge the mobilehome park stabilization account annually to cover arbitration and administrative costs, and only invoice the mobilehome park owners/residents when the balance in the account falls below the estimated costs for arbitration and administrative activities.

Attachment 1 - Ordinance 1126
Attachment 2 - Resolution 2012-17
Attachment 3 - Revenue-Expenditure History
Attachment 4 - MHP Cost Assessment
Attachment 5 - Civil Code Section 798-17
Attachment 6 - Draft Resolution (redline and clean)

7.d. Review of 2018 Legislative Platform for Local, State and Federal Legislative Matters and Adoption of Resolution Adopting New Guidelines for 2018 Calendar Year

Recommended Action: Receive report and adopt the proposed Resolution that includes the 2018 Legislative Platform providing overall guidance that allows the Mayor and/or the City Manager, or their designee, to send letters of support or opposition to the League and the legislature to protect or advocate for legislation to better our community.

Attachment 1 - ASR Legislative Platform 2017/2018
Attachment 2 - Legislative Platform - Resolution for 2018
Attachment 3 - Legislation Platform, Exhibit A

7.e. Award Professional Services Agreement in the Amount of $268,338 to GHD Inc. to Prepare Bid Documents for the Northwestern Pacific Rail Trail Project Phase 2, Specification No. 17-12 and Approve Budget Amendment

Recommended Action: Award professional services agreement to GHD in the amount of $268,338 to prepare the bid documents for the Northwestern Pacific Rail Trail Phase 2 project

and approve budget amendment
Attachment 1 - GHD Proposal

7.f. Approve Partial Retention Release for Contract 1516187 with Siri Grading & Paving for Specification 15-17 Grace Hudson Museum Landscape Improvements Project

Recommended Action: Approve partial retention release for Contract 1516187 with Siri Grading & Paving for Specification 15-17 Grace Hudson Museum Landscape Improvements Project.

None

7.g. Approve Contract Amendment with Ukiah Waste Solutions for Biosolids Removal at the Waste Water Treatment Plant

Recommended Action: Approve contract amendment with Ukiah Waste Solutions for Biosolids Removal at the Waste Water Treatment Plant.

Attachment 1 - Contract 1516143 - Biosolid Removal
Attachment 2 - Draft Amendment 1

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)

11.a. Continuation of Consideration of Proposal to Adjust Solid Waste Rates; Continue the Public Hearing on the Proposed Adjusted Rates; Adoption of Resolutions Establishing Adjusted Rates; Approval of Corresponding Amendments to the Agreements for Curbside Collection and Ukiah Transfer Station Operations; and Authorize the Implementation of an Income Qualified Senior Assistance Program for Curbside Service.

Recommended Action: Consideration of proposal to adjust solid waste rates, continuation of a public hearing on the proposed adjusted rates, adoption of resolutions establishing adjusted rates, approve the corresponding amendments to the agreements for Curbside Collection and Ukiah Transfer Station Operations and authorize the implementation of an income qualified senior assistance program for curbside service.

Attachment 1 - Resolution Adopting Transfer Station Tipping Fees
Attachment 2 - Resolution Adopting Solid Waste Collection Rates
Attachment 3 - Income Statement Analysis 12-20-17
Attachment 4a - Collection Agreement 121417 - CLEAN
Attachment 4b - Exhibit B to_UWS_Waste_Collection Contract.121317.v2.clean 002
Attachment 4c - Exhibit C UWS 2018 Final Exhibit C Dec 14, 2017
Attachment 4d - Wood Green Exhibit D
Attachment 4e - Exhibit E - UWS Rate Schedule 2018

Attachment 5 - Addendum Two to TSA
Attachment 6 - Red line copies of Collection Agreement and Exhibit B

11.b. Discussion and Possible Introduction of the Cannabis Related Business Ordinance
Recommended Action: Staff and the Cannabis Ad Hoc ask that the City Council conduct a public hearing and consider introducing the Cannabis Related Business Ordinance by title only.
Attachment 1 - Cannabis Business Ordinance Version 1 - CLEAN
Attachment 2 - Cannabis Business Ordinance Version 1 - REDLINE
Attachment 3 Cannabis Business Ordinance Version 2 CLEAN
Attachment 4 - Cannabis Business Ordinance Version 2 - REDLINE
Attachment 5 Cannabis Business Ordinance Comparison Table.pdf

11.c. Public Hearing to Consider Adoption of a Resolution Adopting Fees for Newly Established Planning Permits and Services and an Increased Minimum Fee for Building Permits
Recommended Action: Staff recommends adoption of a Resolution establishing new Community Development Department fees associated with cannabis related business use permit renewals and recorded subdivision map modifications and increasing the minimum fee for a building permit.
Attachment 1 - Community Development Dept. New and Amended Fees
Attachment 2 - Community Development Dept. Fee Resolution and Schedule
Attachment 3 - Community Development Dept. Fees Analysis

12 UNFINISHED BUSINESS

12.a. Presentation on the Potential Refunding of the 2006 Wastewater Revenue Bonds and Consideration of a Corresponding Ad Hoc Committee
Recommended Action: Receive presentation and information on refunding the City's 2006 wastewater revenue bonds and appoint an ad hoc committee to work with City staff and the Ukiah Valley Sanitation District on details of the issue.
Attachment 1 - Ukiah 2018 WW Refunding - Presentation to Council and District 171212 Final
Attachment 2 - Ukiah Letter Re Litigation Impact Weist 12-11-17
Attachment 3 - Moody's Credit Opinon 1-17-17
Attachment 4 - Moody's Credit Rating Scale

13 NEW BUSINESS

13.a. Consideration of a Restructuring Proposal for the Community Development Department and Corresponding Budget Amendment
Recommended Action: Approve Community Development Department restructuring proposal and corresponding budget amendment.
Attachment 1 - Associate Planner - Housing Job Description
Attachment 2 - Building Inspector Job Description
Attachment 3 - Community Development Technician Job Description

13.b. Presentation of the City of Ukiah Budget Story
Recommended Action: Receive Presentation

Attachment 1 - City of Ukiah Budget Story 2018

13.c. Receive Presentation on OpenGov Performance Measures and Stories and Efforts to Enhance Community Engagement in City's Finances; and Authorize the City Manager to Negotiate and Execute an Amended Agreement with OpenGov and Approve the Corresponding Budget Amendment.

Recommended Action: Council to receive a presentation and authorize the City Manager to negotiate and execute an amended agreement with OpenGov and approve the corresponding budget amendment.

Attachment 1 - City of Ukiah Agreement

13.d. Discussion and Appointments Regarding 2018 Council Assignments, and Consideration of Disbandment and Modification to City Council Committees and Ad Hocs

Recommended Action: 1) Discuss Mayor's recommended assignments, making any possible appointments or re-assignments; 2) Consider the possible continuation, disbandment, and addition of City Council ad hoc committees; and 3) Direct the City Clerk to finalize and attach the 2018 Council Assignments and Ad Hoc Committee List to the December 20, 2017 Minutes.

Attachment 1 - 2018 Council Assignments List - DRAFT

14 CLOSED SESSION – CLOSED SESSION MAY BE HELD AT ANY TIME DURING THE MEETING.

14.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. SCUK- CVPT-15-66036 (Palace Hotel)

Recommended Action: Confer in Closed Session

None

14.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)

Recommended Action: Confer in Closed Session

None

14.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

Recommended Action: Confer in Closed Session

Agenda Item No.: 3a

MEETING DATE/TIME: 12/20/2017

PEAK ITEM NO: COU-240-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Oath of Office Ceremony and Introduction of new Police employees: Officer Daniel Pardini, Officer Bryson Walker, Dispatcher Brianne Nelson, and Sergeant Andy Phillips

DEPARTMENT: Police **PREPARED BY:** Chris Dewey

ATTACHMENTS:

None

Summary: The Ukiah Police Department will be conducting an oath of office ceremony and introducing new Police employees/promotions, Officer Daniel Pardini, Officer Bryson Walker, Dispatcher Brianne Nelson and Sergeant Andy Phillips to the Ukiah City Council and Ukiah community.

Background: It is our honor to introduce Daniel Pardini, Bryson Walker, and Brianne Nelson as our department's newest employees and Andy Phillips who is receiving a promotion.

Officers Pardini and Walker are filling vacant patrol officer positions. Dispatcher Nelson is filling a vacant dispatch position and Sergeant Phillips is being promoted to replace Sergeant Sam Marsh who is retiring.

Discussion: Officer Daniel Pardini

RECOMMENDED ACTION: Receive oath of office presentation and introduction of new employees

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager

Approved: Sage Sangiacomo, City Manager

Daniel Pardini and his family relocated to the Redwood Valley area in 2014. Daniel is a licensed General Contractor and worked in construction before becoming an Ukiah Police Officer. Daniel was initially hired by the department in the spring of 2017, and has been attending the Santa Rosa Training Center Law Enforcement Academy. Tragically, Daniel, his wife and their four children lost their home in the Redwood Complex fire.

Officer Bryson Walker

Bryson Walker is a graduate of Ukiah High School and lifelong resident. Before becoming a police officer, Bryson worked in the private industry in sales and was hired in the spring of 2017, and has been attending the Santa Rosa Training Center Law Enforcement Academy. Bryson's wife, Shannon is also an employee of the City working in the finance department.

Dispatcher Brianne Nelson

Brianne is a graduate of Willits High School, and Sonoma State University where she holds a BA in Spanish and a Master of Arts degree in Education. Since 2004, Brianne has been employed as a Dispatcher for the Sonoma County Sheriff's Office. Brianne is also a certified Dispatch training instructor teaching new and in-service dispatchers.

Sergeant Andy Phillips

Andy Phillips is a life-long resident of Mendocino County. Andy Phillips graduated from Ukiah High School, worked for the Mendocino County Sheriff's Office for seven years, and for private industry in sales for twelve years before beginning a career with the Ukiah Police Department in 2008. In 2013 Andy Phillips was assigned as a department Field Training Officer, and promoted to Detective in 2014. Andy lives in Ukiah with his wife and family. Andy has received three Community Service awards during his career with the Ukiah Police Department, and has served as both an Acting Patrol Sergeant and Acting Detective Sergeant. Andy has on numerous occasions been recognized by the Mendocino County District Attorney for his investigative skills as a Detective.

2

There are no Attachments to this Agenda Item.

Agenda Item No.: 3b

MEETING DATE/TIME: 12/20/2017

PEAK ITEM NO: COU-218-2017

City of Ukiah

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

DEPARTMENT: Administration **PREPARED BY:** Kristine Lawler

ATTACHMENTS:

Attachment 1 - UVSD Litigation Update Box Files location

Attachment 2 - UVSD Litigation Update Box File #26

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: Chronological 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.

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

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: Sage Sangiacomo, City Manager

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/.

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,

4

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 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.

At the June 21, 2017, City Council Meeting, the City Manager again reported that the District continues to be unresponsive 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. In addition, Director White has sent correspondence to the District regarding the need for joint approval of the barscreen installation bid, given the $100,000 Participation Agreement threshold for capital items. The City Council considered and approved the item at the June 21st meeting, but the District will need to approve the project if it is to proceed.

At the July 5, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive 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. Given the continued lack of response from the District, the City Council, at its meeting of June 21, 2017, approved the Fiscal Year 17-18 budget inclusive of the budget for wastewater. The City continues to seek cooperation from the District, but delaying approval of the budget impedes the City's ability to effectively, efficiently, and responsibly provide wastewater services to the citizens of Ukiah and the UVSD.

In addition, the District had not yet considered the barscreen installation bid which requires joint approval. Director White has sent correspondence to the District regarding the need for joint approval of the barscreen installation bid, given the $100,000 Participation Agreement threshold for capital items. The City Council considered and approved the item at the June 21st meeting, but the District will need to approve the project if it is to proceed.

The City Manager also reported the second mediation date is scheduled for July 14, 2017.

Furthermore, UVSD Director Marshall has contacted the City requesting a tour be scheduled for the District's new interim manager. The City is responding to coordinate the request.

At the July 19, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the Fiscal Year 16-17 budget, 17-18 budget, and the recycled water project. In addition, a tour of the Wastewater Treatment Plant was given to the new District Manager and UVSD Board Member Marshall. Mediation meetings continue, but no public reports are available. The candidate filing period for 3 of the 5 District Board seats for the November 7th Election is open from July 17

- August 11.

At the August 2nd, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the Fiscal Year 16-17 budget, 17-18 budget, and the recycled water project. City representatives attended the UVSD Board Meeting on July 20, 2017, and again requested cooperation from the District.

Regarding the barscreen rebid, the City Manager reported: On June 21st, the City Council approved the award of contract to Fort Bragg Electric for the installation of a barscreen at the Wastewater Treatment Plant. The award was contingent upon the District taking corresponding action of which they were informed. Due to an extended delay and no response from the UVSD, the City requested an extension of the expiring bid from the contractor to afford the District additional time to take action. The District approved the contract at its July 20, 2017, Board Meeting and the project will proceed.

Regarding the litigation Impact, the City Manager reported: Staff completed an updated estimate of legal related expenses associated with the Ukiah Valley Sanitation District. Estimates demonstrated that the Ukiah Valley Sanitation District is closing in on $4 million dollars of legal related expenses with over $3.3 million directly paid to the Law Offices of Duncan James (UVSD Litigation Update Box File #22). In defense of the District's legal actions, the City has expended approximately $814,000. On a cost per account base evaluation, this equates to $1,225.55 per District customer account and $207.39 per City customer account.

At the August 16, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the Fiscal Year 16-17 budget, 17-18 budget, and the recycled water project. However, discussions related to mediation continue. Furthermore, City representatives continue to attend the UVSD Board Meetings in an effort to seek an improved working relationship.

At the September 6, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the Fiscal Year 16-17 budget, 17-18 budget, and the recycled water project. With regard to mediation, representatives of the City of Ukiah and the Ukiah Valley Sanitation District continue to have meetings, but because of the confidential nature of mediations, the parties cannot reveal any further information. On the administrative front, the City Manager and Joe Tait, the new District Manager had a meeting on August 24, 2017. While the meeting was an initial meet and greet, both Mr. Tait and the City Manager expressed a desire to improve the working relationship between the two agencies. Earlier in the week, Mr. Tait also met with engineering staff to review operational processes and procedures.

During this reporting period, the City responded to the District's request for a draw on available, unencumbered District funds held by the City in the amount of $4,544,482. Pursuant to the Participation Agreement, as amended and the Financing Agreement between the City of Ukiah and the Ukiah Valley Sanitation District, the City issued a check on August 30, 2017, per the District's final instructions received on that same day.

At the September 20, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the Fiscal Year 16-17 budget, 17-18 budget, and the recycled water project.

During the previous reporting period, the City responded to the District's request for a draw on available, unencumbered District funds held by the City in the amount of $4,544,482. Pursuant to the Participation Agreement, as amended and the Financing Agreement between the City of Ukiah and the Ukiah Valley Sanitation District, the City issued a check on August 30, 2017, per the District's final instructions received on that same day.

Over the course of the two weeks leading up to the City Council meeting on September 20th, the District made

7

a number of false claims related to their draw on District funds in an effort to justify their continued legal action against the City. The press release that fully describes this issue is included in the Litigation Files as UVSD Litigation Update Box File #23.

Mediation continues, but the litigation activities are escalating as the March 2018 trial date nears. The high cost of litigation could be avoided if the District were to agree to focus on mediation efforts and put a hold on the trial. The City's Director of Finance gave an updated presentation on the impacts of the District's litigation (UVSD Litigation Update Box File #24).

The City Council had previously requested the District put a hold on litigation activities over a year ago and the District opposed the request. The City Council issued a new request on September 21, 2017 (UVSD Litigation Update Box File #25) in hopes the parties could agree to focus efforts on resolution and stay the litigation activities in an effort to avoid the high costs a trial.

At the October 4, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the Fiscal Year 16-17 budget, 17-18 budget, and the recycled water project. As of mid September 2017, the Ukiah Valley Sanitation District had spent nearly $4,126,971 in legal fees, with $3,426,487 paid directly to the Law Offices of Duncan James. Litigation activities were reported to be escalating as a trial date nears. The mounting legal expenses could be avoided if the District were to agree to focus on mediation efforts and put a hold on the litigation. As of that meeting, the District had not responded to the most recent request from the City Council to put the litigation on hold. In addition, the paid advertisements from the District continued through this period across multiple media platforms with a continued attempt on justifying their litigation.

At the October 18, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the Fiscal Year 16-17 budget, 17-18 budget, and the recycled water project. As of mid September 2017, the Ukiah Valley Sanitation District had spent nearly $4,232,610 in legal fees, with $3,524,988 paid directly to the Law Offices of Duncan James. On a cost-per-utility customer account evaluation, this equates to $1,321 per District customer account.

Litigation activities continue and are quickly escalating as a trial date nears. The mounting legal expenses could be avoided if the District were to agree to focus on mediation efforts and put a hold on the litigation. The City had previously made this request and issued a new request following the conclusion of the last City Council meeting (UVSD Litigation Update Box Filet #25). Unfortunately, mediation efforts are significantly being displaced by the litigation. To date, the District has not responded directly to the most recent request from the City Council to put the litigation on hold and focus all efforts on mediation.

At a special meeting on October 11, 2017, the Ukiah Valley Sanitation District voted in favor of contract amendments to their contract for legal services with Law Office of Duncan James. In addition, the Board voted to change their regular meeting time to the 3rd Wednesdays of the month at 6pm which is in direct conflict with the regular City Council meetings.

The District continues to utilize a paid media consultant and paid ads in the Ukiah Daily Journal, Hometown Shopper and social media to justify the continued legal action against the City. The ads contain false, partial and manipulated information.

The City's Finance Director again reported on the impacts litigation has on the refinancing of the wastewater treatment plant bonds. A current review by Director Buffalo demonstrates that refinancing would not be feasible given the litigation in that the rates would not be advantageous due to a diminished rating. In addition, it would be difficult to secure insurance and underwriting given the risk to investors created by the District's litigation efforts.

At the November 1, 2017, City Council meeting, the City Manager again reported that the District continues to

8

be unresponsive to the City's request for a joint meeting regarding the Fiscal Year 16-17 budget, 17-18 budget, and the recycled water project.

The City of Ukiah continues to contend that the lawsuit is unnecessary, and is seeking cooperation with the District to settle the dispute outside of litigation. As of the end of September 2017, the Ukiah Valley Sanitation District had spent nearly $4,232,610 in legal fees, with $3,524,988 paid directly to the Law Offices of Duncan James. On a cost-per-utility customer account evaluation, this equates to $1,321 per District customer account.

During this period, litigation activities continued and escalated as the trial date nears with a number of depositions completed and scheduled. Mediation efforts were significantly being displaced by the litigation. The District had not responded directly to the most recent request from the City Council to put the litigation on hold and focus all efforts on mediation (UVSD Litigation Update Box File #25).

The District continued to utilize a paid media consultant and paid ads in the Ukiah Daily Journal, Hometown Shopper and social media to justify the continued legal action against the City. The ads contained false, partial and manipulated information.

At the November 15, 2017, City Council meeting, the City Attorney reported that there was a case management conference at which the court continued the trial date from March 29th to June 22nd while the City and District continue to be engaged in on-going settlement negotiations. The court ordered a mandatory settlement conference to occur not later than January 5th, and continued the case management conference to January 8th, to report to the court on the status.

At the December 6, 2017, City Council meeting, the City staff reported on the then current cost of the litigation ((UVSD Litigation Update Box File/Attachment #26) and efforts to refinance the 2006 Wastewater Bonds. As of the end of November 2017, the Ukiah Valley Sanitation District had spent nearly $4,691,748 in legal fees, with $3,883,170 paid directly to the Law Offices of Duncan James. The City's total cost for defense was $1,102,822. On a cost-per-utility customer account evaluation, this equates to $1,464 per District customer account and $281 per City customer account. Staff also reported the three newly elected UVSD Board Members officially took their seats on December 1.

Discussion: At the December 20, 2017, City Council meeting, Staff will provide the latest status report on Ukiah Valley Sanitation District's litigation against the City of Ukiah related to the operation of the sanitary sewer system. The Council may elect to discuss the matter further and, if desired, provide direction to Staff and/or consider any related action(s). Note: A detailed presentation on refinancing efforts related to the 2006 Wastewater Bonds will be discussed at this meeting under the corresponding agenda item.

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.

UVSD Litigation Update Box Files located at:

https://cityofukiah.box.com/v/UVSDlitigationUpdates

UVSD Litigation Costs
as of November 30, 2017

Row Labels	Sum of Amount
Legal (2013-Present)	**$ 4,691,747.82**
ARBITRATION & MEDIA	1,980.00
BRELJE & RACE CONSUL	16,542.50
DANIEL CROWLEY	338,029.44
DUNCAN JAMES LAW OFC	3,883,169.77
HOLDER WILLIAM	25,144.00
JAMS INC	10,900.00
SARGEANT KIMBALL	43,405.03
SHARP JOHN	110,825.23
SQUAR MILNER	160,795.50
DANIEL CROWLEY	79,646.35
SQUAR MILNER	21,310.00
Grand Total	**$ 4,691,747.82**

City of Ukiah
Summary of Litigation Defense Costs
as of November 30, 2017

Inception through 06/30/16		**$ 318,092.92**	(1)
Since 7/1/16	Boutin Jones, Inc.	40,569.36	
	David Rapport	126,383.51	
	Geary, Shea,O'Donnell	617,775.90	
	S/T	784,728.77	
	Total City litigation defense costs	**$1,102,821.69**	(a)
	Total UVSD litigation costs	**$4,691,747.82**	(b)
	Total City and UVSD litigation costs	**$5,794,569.51**	(c)

Analysis

UVSD accounts:			
Overlap	1,423	44.41%	of total UVSD rate payers
Non-overlap	1,781	55.59%	of total UVSD rate payers
Total	3,204	(d)	
City accounts	3,923	(e)	
Total accounts	7,127	(f)	
Total cost per each account	**$ 813.04**	(c) / ((f)	
Cost per City account	**$ 281.12**	(a) / (e)	
Cost per UVSD account	**$ 1,464.34**	(b) / (d)	

(1) From the summary prepared by D. Rapport.

Agenda Item No.: 5a

MEETING DATE/TIME: 12/20/2017

PEAK ITEM NO: COU-148-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Approval of the November 15, 2017, Regular Meeting Minutes

DEPARTMENT: Clerk/Admin **PREPARED BY:** Kristine Lawler

ATTACHMENTS:

Attachment 1 - Minutes of December 6, 2017

Summary: Council will consider approving the Minutes of December 6, 2017, a Regular Meeting.

Background: N/A

Discussion: N/A

RECOMMENDED ACTION: Approve the Minutes of November 15, 2017, a Regular Meeting, as submitted.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Kristine Lawler, City Clerk

Approved: Sage Sangiacomo, City Manager

CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
November 15, 2017
6:00 p.m.

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1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

Ukiah City Council met at a Regular Meeting on December 6, 2017, having been legally noticed on December 1, 2017. Mayor Brown called the meeting to order at 6:02 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.

The Pledge of Allegiance was led by Lori Martin, Community Service Representative (CSR) III.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Appointment of New Mayor and Vice Mayor, and Council Reorganization.

Presenter: Kristine Lawler, City Clerk.

Motion/Second: Crane/Scalmanini to nominate and appoint Kevin Doble as Mayor and Maureen Mulheren as Vice Mayor for 2018. Motion carried by the following roll call votes: AYES: Scalmanini, Crane, Mulheren, Doble, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

OUTGOING MAYOR BROWN PASSED THE GAVEL TO INCOMING MAYOR DOBLE. THE COUNCIL THEN ROTATED TO THEIR NEW SEATING ARRANGEMENTS ON THE DAIS.

MAYOR DOBLE RESIDING.

b. Presentation of Employee Recognition Awards.

Presenters: Sage Sangiacomo, City Manager; Sean White, Water Resources Director; Chris Dewey, Police Chief; and Jake Burgess, Recreation Supervisor.

Awards presented.

c. Introduction of New Employee – Tyler Anliker, Buyer, Finance Department - Purchasing.

Presenter: Mary Horger, Purchasing Supervisor.

Public Comment: Tyler Anliker, Buyer.

Introduction received.

d. Presentation of 2017 City of Ukiah Leadership Academy Graduates.

Presenters: Sage Sangiacomo, City Manager and Shannon Riley, Deputy City Manager.

Presentation received and certificates presented to graduates.

2

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

Public Comment: Linda Anderson.

4. PETITIONS AND COMMUNICATIONS

Kristine Lawler, City Clerk, read the names of additional protest letters received for Agenda Item 11a. *(Note: additional protest letters not read out were received subsequent to this agenda item)*

11. PUBLIC HEARINGS (6:15 PM)

a. Consideration of Proposal to Adjust Solid Waste Rates, Hold a Public Hearing on the Proposed Adjusted Rates, and Adoption of Resolutions Establishing Adjusted Rates.

Presenters: Tim Eriksen, Public Works Director and Dan Buffalo, Director of Finance.

A PowerPoint presentation was given.

PUBLIC HEARING OPENED AT 7:12 P.M.

Public Comment: Linda Bailey, Barry Vogel, Peter Good, Deborah Edelman, Jim Morgan, Sharon Thomas, Joel Kohen, Glenda Anderson, Leslie Dammuller, Tony Ford, Dennis Crane, Robin Sunbeam, Lois Cook, Shawn Mycho, Patty Black, Chuck Williams, and Phil Baldwin.

PUBLIC HEARING CLOSED AT 8:10 P.M.

Consultant Comment: Emmett Jones, Management Advisory Services Consultant.

Motion/Second: Crane/Brown to continue this hearing to the December 20, 2017 meeting, with the following direction to staff:

- Review of CPI index to determine what other cities are using the index and whether it is appropriate to put a cap on the index;
- Insure that the website contains written answers to questions regarding the access rate;
- Provide information regarding the continuance of this item on social media, a press release, and on the website; and to provide contact information for additional questions that the public may have;
- Expand the educational outreach plan to include a report to council;
- Provide information to Council and the public of what enforcement is currently in place, explore alternatives, and provide exact amount of enforcement numbers;
- Provide an analysis of the cost difference between a 20 and 32 gallon cans;
- Explain the use/non-use of the10 gallon can in the staff report;
- Move forward with the low income senior subsidy program to come forward as a separate agenda item including a budget amendment; and
- Bring back an amended contract with the hauler.

Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, Crane, Mulheren, and Doble. NOES: None. ABSENT: None. ABSTAIN: None.

RECESS: 9:40 – 9:50 P.M.

Note: the following three items were continued to December 20, 2017, with one motion by Council.

c. Public Hearing to Consider Adoption a Resolution Amending the Fee Schedule for the Planning and Building Divisions of the Community Development Department, Including Renewal of Cannabis Related Business Use Permits, Recorded Subdivision Map Modifications, and a Minimum Building Permit Fee

3

13. NEW BUSINESS

a. Consideration of a Restructuring Proposal for the Community Development Department and Corresponding Budget Amendment.

b. Presentation of the City of Ukiah Budget Story.

Motion/Second: Crane/Scalmanini to continue Items 11c, 13a, and 13b to December 20, 2017. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, Crane, Mulheren, and Doble. NOES: None. ABSENT: None. ABSTAIN: None.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS - Continued

e. 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.

Presenters: Sage Sangiacomo, City Manager; Dan Buffalo, Finance Director; and Sean White, Water Resources Director.

Report was received.

5. APPROVAL OF MINUTES

a. Approval of the November 15, 2017, Regular Meeting Minutes.

Motion/Second: Mulheren/Crane to approve Minutes of November 15, 2017, a regular meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, Crane, Mulheren, and Doble. NOES: None. ABSENT: None. ABSTAIN: None.

6. RIGHT TO APPEAL DECISION

7. CONSENT CALENDAR

a. Notification of Purchase of Professional Services *(COU No. 1718-128)* from Crawford & Associates for On-Call Planning Services in the Amount of Up To $20,000 – *Community Development.*

b. Report of Acquisition of Professional Services *(COU No. 1718-158)* from Alpha Analytical Laboratories, Inc. in the Amount of $34,887.80, for Quarterly Water Sampling and Completion of Chemical Examination Reports for the Ukiah Landfill – *Public Works.*

c. Award the Purchase *(PO No. 45101)* of a New 2018 Altec Model AT40-G Telescopic Articulating Aerial Device with an Insulated Boom Truck to Altec Industries, Inc., Dixon, California in the Amount of $168,965.00 (EUD) – *Electric Utility.*

d. Approve the Purchase *(PO No. 45145)* of a New Cat 242D Skid Steer Loader from Peterson CAT in the Amount of $62,269.96 – *Public Works.*

e. Notification of Contract *(COU No. 1617-119-A1)* with NHA Advisors, LLC for Financial Advisory Services in the Amount of $19,500 – *Finance.*

f. Consideration of the Viability of Energy Storage for the Electric Utility and Target Setting for Electric Energy Storage Systems as per AB2514, and Adopt Corresponding Resolution *(2017-55)* (EUD) – *Electric Utility.*

g. City Council to Consider Authorizing the City Manager to Sign Applicant's Agent Resolution *(non-city resolution)* for Non-State Agencies with the Governor's Office of Emergency Services – *Community Services.*

h. Approve the Purchase *(PO No. 45141)* of a New Toro Groundsmaster 4010-D Wide Area Mower from Turf Star, Inc. in the Amount of $84,902.50, and Approve Corresponding Budget Amendment – *Community Services.*

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

9. COUNCIL REPORTS

Presenters: Councilmember Brown and Vice Mayor Mulheren.

10. CITY MANAGER/CITY CLERK REPORTS

Presenter: Sage Sangiacomo, City Manager.

11. PUBLIC HEARINGS - Continued

b. Continued Public Hearing and Possible Adoption of a Resolution to Establish the Gobbi Street Underground District No. 3. Gobbi Street from Orchard Avenue to State Street Including Sections of Main Street, Marshall Street and Leslie Street, Its Boundaries and Proposed Schedule (EUD)

Presenters: Mel Grandi, Electric Utility Director and Diann Lucchetti, Administrative Secretary.

A PowerPoint presentation was given.

PUBLIC HEARING OPENED AT 10:14 P.M.

No public comment was received.

PUBLIC HEARING CLOSED AT 10:14 P.M.

Motion/Second: Crane/Scalmanini to adopt Resolution *(2017-56)* establishing Gobbi Street Underground District No. 3, and approve boundaries and proposed timeline. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, Crane, Mulheren, and Doble. NOES: None. ABSENT: None. ABSTAIN: None.

d. Consideration and Possible Introduction for Cannabis Related Business Zoning Ordinance

Presenters: Kevin Thompson, Principal Planner and Darcy Vaughn, Assistant City Attorney.

A PowerPoint presentation was given.

PUBLIC HEARING OPENED AT 10:24 P.M. *(Mayor Doble said 10:20 p.m. into the recorded record; however, the clock read 10:24 p.m.)*

Public Comment: Dr. Werra and Chris Watt.

PUBLIC HEARING CLOSED AT 10:30 P.M.

Motion by Councilmember Scalmanini, seconded by Councilmember Crane to go with the Planning Commission's Version 2.

The maker and the second agreed to amend the motion to include in the Ordinance an allowance for Microbusinesses (defined as being limited to 5,000 square feet of cultivation) and Retail to operate

in C1 and the downtown zoning districts with a Major Use Permit.

PUBLIC HEARING RE-OPENED AT 11:04 P.M.

Public Comment: Chris Watt.

PUBLIC HEARING CLOSED AT 11:06 P.M.

Vice Mayor Mulheren made a friendly amendment to the motion, to which the maker and second agreed, to include Cannabis Testing Laboratories allowed to operate in the C1 and the downtown zoning districts subject to a Major Use Permit.

Motion/Second: Scalmanini/Crane to go with the Planning Commission's Version 2 with above stated amendments, and continue the hearing to December 20, 2017. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, Crane, Mulheren, and Doble. NOES: None. ABSENT: None. ABSTAIN: None.

Council Consensus directs staff to only bring the amended version back to Council.

12. UNFINISHED BUSINESS

a. Discussion and Possible Introduction of the Proposed Cannabis Cultivation Ordinance.

Presenter: Darcy Vaughn, Assistant City Attorney.

A PowerPoint presentation was given.

Motion/Second: Brown/Doble to go with Version 2. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, Crane, Mulheren, and Doble. NOES: None. ABSENT: None. ABSTAIN: None.

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

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

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING VARIOUS SECTIONS OF THE UKIAH CITY CODE REGULATING PERSONAL AND COMMERCIAL CANNABIS CULTIVATION.

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

13. NEW BUSINESS - Continued

c. Approval of the Agreement for Bond and Disclosure Counsel Services and Corresponding Budget Amendment

Presenter: Dan Buffalo, Director of Finance.

Motion/Second: Crane/Brown to approve and authorize the City Manager to negotiate and execute an agreement *(COU No. 1718-159)* with The Weist Law Firm for bond and disclosure counsel services related to the refunding of the City-issued 2006 wastewater revenue bond issue. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, Crane, Mulheren, and Doble. NOES: None. ABSENT: None. ABSTAIN: None.

6

b. Receive Presentation and Provide Direction Regarding the City of Ukiah's Sewer Lateral Policy

Council Consensus to continue this item to a future meeting.

CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 11:25 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. SCUK- 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

No reportable action was taken.

There being no further business, the meeting adjourned at 12:26 p.m.

_____
Kristine Lawler, City Clerk

DRAFT

Agenda Item No.: 7a

MEETING DATE/TIME: 12/20/2017

PEAK ITEM NO: COU-238-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Report of Disbursements for the Month of November 2017

DEPARTMENT: Finance **PREPARED BY:** Candice Rasmason

ATTACHMENTS:

Attachment 1 - November 2017 Summary of Disbursements

Attachment 2 - Account Codes for reference

Attachment 3 - Object Codes for reference

Attachment 4 - November 2017 Disbursement Detail

Summary: Payments made during the month of November 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): 3024474-3024547; 3024568-3024652; 3024653-3024810; 3024827-3024865
Accounts Payable Check Numbers (UVFD): 3024548-3024565; 3024566-3024567; 3024811-3024826; 3024866-3024881
Accounts Payable Wire Transfers: N/A
Payroll Check Numbers: 505476-505508; 505510-505536
Payroll Manual Check Numbers: N/A
Void Check Numbers: 3024286; 3024178

RECOMMENDED ACTION: Approve the Report of Disbursements for the month of November 2017.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: Sage Sangiacomo, City Manager

Discussion: This report is submitted in accordance with Ukiah City Code Division 1, Chapter 7, Article 1.
Attachment #1: November 2017 Summary of Disbursements
Attachment #2: Account Codes for reference
Attachment #3: Object Codes for reference
Attachment #4: November 2017 Disbursement Detail

2

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

FUNDS:

100	General Fund	$252,168.50	700	Sanitary Disposal Site Fund	$10,654.03
105	Measure S General Fund	$63.05	701	Landfill Corrective Fund	
110	Special General Fund		702	Disposal Closure Reserve Fund	
201	Worker's Comp Fund	$278,620.48	704	Post Closure Fund - Solid Waste	$0.00
202	Liability Fund	$175,455.82	720	Golf Fund	$409.47
203	Garage Fund	$5,340.64	730	Confernence Center Fund	$5,163.17
204	Purchasing Fund	$9,706.96	750	Visit Ukiah	$0.00
205	Billing & Collections Fund	$25,878.89	777	Airport Fund	$24,190.82
206	Public Safety Dispatch Fund	$4,892.01	778	Airport Capital Improvement Fund	
207	Payroll Posting Fund	$241,971.46	779	Special Aviation Fund	
208	Building Maintenance/Corp Yard Fund	$14,569.34	800	Electric Fund	$715,591.46
209	IT Fund	$14,757.42	801	Electric Capital Reserve Fund	$17,430.25
220	Equipment Reserve Fund		803	Lake Mendocino Bond Reserve	
250	Special Revenue Fund	$29.16	805	Street Lighting Fund	$12,399.48
251	Special Projects Reserve Fund	$40,292.03	806	Public Benefits Fund	$9,763.90
300	Park Development Fund		820	Water Fund	$88,113.69
301	Anton Stadium Fund	$0.00	822	Water Capital Improvement Fund	$98,241.43
302	Observatory Park Fund		830	Recycled Water Fund	$1,940.00
304	Swimming Pool Fund	$0.00			
305	Riverside Park Fund	$0.00	840	City/District Sewer Fund	$118,683.69
306	Skate Park Fund	$0.00	841	Sewer Contruction Fund	
310	Museum Grants		843	Sewer Capital Fund	
311	Alex Rorbaugh Recreation Center Fund	$3,137.23	900	Special Deposit Trust	$11,520.94
312	Downtown Business Improvement Fund		901	General Service (Accts Recv)	$1,003.85
313	LMIHF Housing Asset Fund		902	U.S.W. Billing & Collection	$20,521.68
314	Winter Special Events	$517.20	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	$93,392.32
505	Signalization Fund		940	Sanitation District Special Fund	$255.60
506	Bridge Fund		943	Sanitation District Capital Improvement Fund	
507	1998 STIP Augmentation Fund		952	REDIP Sewer Enterprise Fund	
508	SB325 Reimbursement Fund	$101,460.00	960	Community Redevelopment Agency	
509	S.T.P. Fund		961	RDA Housing Pass-Through	
510	Trans-Traffic Congest Relief Fund	$148,029.00	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	$494,836.25
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	
607	Prop 84 Grant Fund		844/944	Sewer Capital Projects Fund	$87,461.69
609	13-CDBG-8940		915	UVFD	$34,852.15
610	City RDA Projects Fund			Retainage Withheld	$20,907.35
630	Asset Seizure Fund	$1,145.79	611	CDBG 16-CDBG-11147	$1,000.00
631	Asset Seizure Fund (Drug/Alcohol)				
633	H & S Education 11489(B)(2)(A1)				
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	$864.02			
691	Museum Fund	$3,475.97			

PAYROLL CHECK NUMBERS: 505476-505508
DIRECT DEPOSIT NUMBERS: 84501-84709
PAYROLL PERIOD: 10/22/17-11/04/17

PAYROLL CHECK NUMBERS: 505510-505536
DIRECT DEPOSIT NUMBERS: 84710-84914
PAYROLL PERIOD: 11/05/17-11/18/17

PAYROLL CHECK NUMBERS:
DIRECT DEPOST NUMBERS:
PAYROLL PERIOD:

VOID CHECK NUMBERS: 3024286, 3024178

MANUAL CHECK NUMBERS:

WIRE TRANSFER NUMBERS:

TOTAL DEMAND PAYMENTS- A/P CHECKS	$3,191,958.19
TOTAL DEMAND PAYMENTS-WIRES* & EFT's	$693.00
TOTAL PAYROLL CHECKS & DIRECT DEPOSITS	$821,982.75
TOTAL PAYROLL EFT's (TAXES, PERS, VENDORS)	$524,277.02

* vendor name(if applicable)

TOTAL PAYMENTS $4,538,910.96

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

Attachment 1

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

FUNDS:

100	General Fund	$252,168.50
105	Measure S General Fund	$63.05
110	Special General Fund	
201	Worker's Comp Fund	$278,620.48
202	Liability Fund	$175,455.82
203	Garage Fund	$5,340.64
204	Purchasing Fund	$9,706.96
205	Billing & Collections Fund	$25,878.89
206	Public Safety Dispatch Fund	$4,892.01
207	Payroll Posting Fund	$241,971.46
208	Building Maintenance/Corp Yard Fund	$14,569.34
209	IT Fund	$14,757.42
220	Equipment Reserve Fund	
250	Special Revenue Fund	$29.16
251	Special Projects Reserve Fund	$40,292.03
300	Park Development Fund	
301	Anton Stadium Fund	$0.00
302	Observatory Park Fund	
304	Swimming Pool Fund	$0.00
305	Riverside Park Fund	$0.00
306	Skate Park Fund	$0.00
310	Museum Grants	
311	Alex Rorbaugh Recreation Center Fund	$3,137.23
312	Downtown Business Improvement Fund	
313	LMIHF Housing Asset Fund	
314	Winter Special Events	$517.20
500	2106 Gas Tax Fund	
501	2107 Gas Tax Fund	
503	2105 Gas Tax Fund	
505	Signalization Fund	
506	Bridge Fund	
507	1998 STIP Augmentation Fund	
508	SB325 Reimbursement Fund	$101,460.00
509	S.T.P. Fund	
510	Trans-Traffic Congest Relief Fund	$148,029.00
600	Community Development Block Grant	
601	EDBG 94-333 Revolving Loan	
602	Community Development Fund	
603	08-HOME-4688	
604	CDBG Grant 09-STBG-6417	
605	11-HOME-7654 Fund	$0.00
606	CDBG Grant 10-EDEF-7261	
607	Prop 84 Grant Fund	
609	13-CDBG-8940	
610	City RDA Projects Fund	
630	Asset Seizure Fund	$1,145.79
631	Asset Seizure Fund (Drug/Alcohol)	
633	H & S Education 11489(B)(2)(A1)	
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	$864.02
691	Museum Fund	$3,475.97
700	Sanitary Disposal Site Fund	$10,654.03
701	Landfill Corrective Fund	
702	Disposal Closure Reserve Fund	
704	Post Closure Fund - Solid Waste	$0.00
720	Golf Fund	$409.47
730	Conference Center Fund	$5,163.17
750	Visit Ukiah	$0.00
777	Airport Fund	$24,190.82
778	Airport Capital Improvement Fund	
779	Special Aviation Fund	
800	Electric Fund	$715,591.46
801	Electric Capital Reserve Fund	$17,430.25
803	Lake Mendocino Bond Reserve	
805	Street Lighting Fund	$12,399.48
806	Public Benefits Fund	$9,763.90
820	Water Fund	$88,113.69
822	Water Capital Improvement Fund	$98,241.43
830	Recycled Water Fund	$1,940.00
840	City/District Sewer Fund	$118,683.69
841	Sewer Contruction Fund	
843	Sewer Capital Fund	
900	Special Deposit Trust	$11,520.94
901	General Service (Accts Recv)	$1,003.85
902	U.S.W. Billing & Collection	$20,521.68
903	Public Safety - AB 109	$0.00
905	Federal Emergency Shelter Grant	
905	Mendocino Emergency Service Authority	
911	Russian River Watershed Association	$93,392.32
940	Sanitation District Special Fund	$255.60
943	Sanitation District Capital Improvement Fund	
952	REDIP Sewer Enterprise Fund	
960	Community Redevelopment Agency	
961	RDA Housing Pass-Through	
962	Redevelopment Housing Fund	
963	Housing Debt	
964	RDA Capital Pass-Through	
965	Redevelopment Capital Improvement Fund	
966	Redevelopment Debt Service	$494,636.25
967	Housing Bond Proceeds	
968	Non-Housing Bond Proceeds	
969	RDA Obligation Retirement Fund	
844/944	Sewer Capital Projects Fund	$87,461.69
915	UVFD	$34,852.15
	Retainage Withheld	$20,907.35
611	CDBG 16-CDBG-11147	$1,000.00

PAYROLL CHECK NUMBERS: 505476-505508
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PAYROLL PERIOD

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TOTAL PAYROLL CHECKS & DIRECT DEPOSITS	$821,982.75
TOTAL PAYROLL EFT's (TAXES, PERS, VENDORS)	$524,277.02

* vendor name(if applicable)

TOTAL PAYMENTS $4,538,910.96

CERTIFICATION OF CITY CLERK
This register of Payroll and Demand Payments was duly approved by the City Council on 12-20-2017

Kelly Cobb. Deputy for
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

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

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

12102	INVENTORY OF SUPPLIES
12103	STORES PURCHASES
12104	INVENTORY - PURCHASES
12105	STORES ISSUES
51211	PERS UNFUNDED LIABILITY
51280	OVERTIME/CALLOUT MEALS
51285	CALLOUT MILEAGE REIMBURSEMENTS
52100	CONTRACTED SERVICES
52107	CONTRACTED SERVICES-EIR
52108	CONTRACT SERVICES-GPU
52110	AMBULANCE BILLING
52111	MAINT. CONTRCTS - DEFIBRULATOR
52112	M. S. OVERSIGHT
52113	PLANNING STUDIES
52114	COMPLIANCE STUDIES
52120	LABOR CHARGES FROM OTHER DEPAR
52130	EDUCATIONAL & MARKETING MATL'S
52131	ASSISTANCE TO SENIORS
52132	EMERGENCY ASSISTANCE
52133	MONTHLY DISCOUNT PROGRAM
52134	CONTRACT ADMINISTRATION
52135	ENERGY CONSERVATION PROGRAM
52136	PHOTOVOLTAIC RATES/INCENTIVE
52137	PUBLIC BENEFITS PROGRAM MGMT
52138	NCPA PUBLIC BENEFITS PROGRAM
52139	RESEARCH, DEVELOPMENT & DEMO
52140	LITIGATION EXPENSES
52145	DETACHMENT-SEWER-UVSD
52150	LEGAL SERVICES/EXPENSES
52151	AFLAC & PERS INSUR ADMIN FEES
52170	UKIAH WASTE SOLUTIONS
52171	RESIDENTIAL BILLING CHARGE
52172	COMMERCIAL OVERSIGHT FEE
52180	SECURITY SERVICES
52301	PROPERTY TAX ADMIN FEE
52302	AMBULANCE FEES
52303	REHIT SUPPORT
52304	LAFCO FEES AND PROP TAX EXP
52500	TRUSTEE FEES
52510	ADVERTISING & PROMOTION
52515	ADVERTISING & PUBLICATION
52521	LIABILITY INSURANCE PREMIUM
52522	LIABILITY INSURANCE DEDUCT
52523	BOILER/MACHINERY PREMIUMS
52524	PROPERTY INSURANCE
52525	WORKER'S COMP. EXPENSE
52526	FRAUD INVEST. ASSESSMENT
52527	A.D.P. PREMIUM & DEDUCTIBLE
52528	LIABILITY INSURANCE
52529	EARTHQUAKE & FLOOD PREMIUMS
52530	POLLUTION-ENVIRON INS PREMIUM
52531	UMEMPLOY. INS EXPENSE
52532	SAFETY & TRAINING SUPPORT
52600	RENT
52841	SUCCESSOR AGENCY ADMIN
54100	SUPPLIES
54101	POSTAGE
54102	SMALL TOOLS
54105	PHOTOGRAPHIC EXPENSE
54106	SPECIALTY SUPPLIES
54120	PW - SPECIAL SUPPLIES
54121	PW - ASPHALT CONCRETE
54122	PW - AGGREGATE BASE
54123	PW - CRACK SEALANT
54124	PW - CONCRETE/SUPPLIES
54125	PW - TRAFFIC PAINT
54126	PW-PREMARKS
54127	PW - SIGN POSTS/SHEETING
54128	PW - COLD PATCH MATERIAL
54129	PW - TACK OIL
54130	PW - SAFETY
54131	PW - BARRICADES & CONES
54160	HR - CITY LIABILITY & CONTRACT
54161	HR - BACKGROUND & PHYSICALS
54162	HR - ADVERTISING
54163	HR - INTERVIEW SUPPLIES
54164	HR - FORMS & OTHER DIV. EXP.
54165	HR - NEW EMPLOYEE FINGERPRINT
54166	HR - DOT TESTING PROGRAM
54167	HR - EMPLOYEE DEVELOPMENT
54168	HR - REMIF SAFETY TRNG & SUPPO
54201	PRISONER EXPENSE
54202	MAJOR CRIME INVETIGATIONS
54320	SOFTWARE
55100	TELEPHONE
55200	PG&E
55210	UTILITIES
56100	VEHICLE & EQUIPMENT MAINT. & R
56110	CITY GARAGE - PARTS
56111	CITY GARAGE - LABOR
56112	EQUIPMENT PARTS FOR RESALE
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 REIMBRSABLE 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 11/2/2017

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

11-9-17 DH

Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ADAMSON POLICE PRODUCTS	256721	PARTS AS NEEDED	$232.25	10020210-56130	EXTERNAL SERVICES	$232.25
					Vendor Total:	$232.25
ADVANCED OFFICE SYSTEMS	33094	ANNUAL SUBSCRIPTION	$118.94	10020210-54100	SUPPLIES	$118.94
					Vendor Total:	$118.94
AFLAC	680184	NOV 17 CANCER/LIFE/ACC INS	$7,047.68	20700000-20527	SECTION 125 (CANCER & LIFE)	$7,047.68
					Vendor Total:	$7,047.68
AFLAC GROUP INSURANCE	A088550000	AUG 2017 AFLAC CRITICAL CARE	$515.72	20700000-20538	AFLAC CRITICAL ILLNSS POLICY	$515.72
	A090024700	SEPT 17 AFLAC CRITICAL CARE	$773.58	20700000-20538	AFLAC CRITICAL ILLNSS POLICY	$773.58
					Vendor Total:	$1,289.30
AIMEE SHIELDS	NOV 17	TRANSCRIPTION SERVICES FOR POL	$1,250.00	63520210-52100	CONTRACTED SERVICES	$1,250.00
					Vendor Total:	$1,250.00
AT&T	06022 19336	LIVESCAN	$1,068.74	10020210-55100	TELEPHONE	$1,068.74
					Vendor Total:	$1,068.74
BANNERS & SIGNS	5065	BANNERS FOR PUMPKINFEST 2017	$175.03	90000000-23219	PUMPKINFEST	$175.03
					Vendor Total:	$175.03
BENNIE FILLMORE	DV102417	PUMPKINFEST WEIGH-OFF	$1,621.50	90000000-23219	PUMPKINFEST	$1,621.50
					Vendor Total:	$1,621.50
CA MUNICIPAL UTILITIES ASSOC	17-0852	ANNUAL DUES	$10,743.00	80026400-57300	MEMBERSHIPS & SUBSCRIPTIONS	$10,145.00
				82024410-57300	MEMBERSHIPS & SUBSCRIPTIONS	$598.00
					Vendor Total:	$10,743.00
CAD MASTERS	0989-9720	REGISTRATION	$521.95	10024210-57100	CONFERENCE & TRAINING	$521.95
					Vendor Total:	$521.95

List of Checks Presented for Approval on 11/2/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CAREER TRACK	22818050	REGISTRATION	$149.00	*20513300-57100*	*CONFERENCE & TRAINING*	*$149.00*
	22818132	REGISTRATION	$149.00	*20513300-57100*	*CONFERENCE & TRAINING*	*$149.00*
					Vendor Total:	*$298.00*
CINDY SAUERS	TR 9/27-29/17	TRAVEL REIMBURSEMENT	$15.00	*80026400-57100*	*CONFERENCE & TRAINING*	*$15.00*
	DV101717	REIMBURSEMENT SUPPLIES	$88.00	*80026400-57300*	*MEMBERSHIPS & SUBSCRIPTIONS*	*$88.00*
					Vendor Total:	*$103.00*
CLOVER STORNETTA FARMS	0780425102	PROVIDE MISC GOODS AS NEEDED	$9.93	*73022600-54100*	*SUPPLIES*	*$9.93*
					Vendor Total:	*$9.93*
CODE PUBLISHING COMPANY	57928	CODIFICATION SERVICES AS PER A	$551.25	*10012500-52100*	*CONTRACTED SERVICES*	*$551.25*
					Vendor Total:	*$551.25*
COMCAST	0472 OCT 17	INTERNET SERVICES	$161.91	*73022600-55100*	*TELEPHONE*	*$161.91*
					Vendor Total:	*$161.91*
DAVID KORNEGAY	DV102717	INSTRUCTOR	$841.00	*10022850-52100*	*CONTRACTED SERVICES*	*$841.00*
					Vendor Total:	*$841.00*
DELL MARKETING LP	10197859549	DELL THUNDERBOLT DOCK	$320.51	*10013400-54330*	*COMPUTER AND TECHNOLOGY*	*$320.51*
	10195290856	DELL ULTRASHARP 34 CURVED ULTR	$934.61	*10013400-54330*	*COMPUTER AND TECHNOLOGY*	*$934.61*
	10195483226	DELL PRECISION TOWER 7910 XL X	$5,591.10	*10024210-54330*	*COMPUTER AND TECHNOLOGY*	*$2,795.56*
				70024500-54330	*COMPUTER AND TECHNOLOGY*	*$1,397.80*
				82024410-54330	*COMPUTER AND TECHNOLOGY*	*$838.69*
				84024420-54330	*COMPUTER AND TECHNOLOGY*	*$559.05*
					Vendor Total:	*$6,846.22*
DIALED IN ATHLETICS	1232	ADULT SPORT LEAGUES CHAMPION T	$787.20	*90000000-23252*	*DISTRICT USE TAX-LIBRARIES*	*($0.90)*
				90000000-23237	*DISTRICT USE TAX-MEASURE S*	*($3.60)*
				90000000-23028	*MEASURE Y DISTRICT TAX*	*($3.60)*
				10022822-54100	*SUPPLIES*	*$8.10*
				10022822-54100	*SUPPLIES*	*$787.20*
					Vendor Total:	*$787.20*

List of Checks Presented for Approval on 11/2/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
DIANN LUCCHETTI	TR 9/27-29/17	TRAVEL REIMBURSEMENT	$59.60	*80026400-57100*	*CONFERENCE & TRAINING*	*$59.60*
					Vendor Total:	*$59.60*
EDDIE VEDOLLA JR	DV102617	INSTRUCTOR	$245.00	*10022850-52100*	*CONTRACTED SERVICES*	*$245.00*
					Vendor Total:	*$245.00*
EFFICIENCY SERVICES GROUP LLC	1631	ADMIN OF EUD PUBLIC BENEFITS P	$3,624.61	*80626500-52137*	*PUBLIC BENEFITS PROGRAM MGMT*	*$3,624.61*
	1551	ADMIN OF EUD PUBLIC BENEFITS P	$3,755.31	*80626500-52137*	*PUBLIC BENEFITS PROGRAM MGMT*	*$3,755.31*
					Vendor Total:	*$7,379.92*
ELLIES MUTT HUT	613871	INTERVIEW LUNCH	$44.70	*10016100-54163*	*HR - INTERVIEW SUPPLIES*	*$44.70*
					Vendor Total:	*$44.70*
ENTENMANN-ROVIN CO	0130523-IN	PD BADGE ORDER	$125.08	*64020213-54100*	*SUPPLIES*	*$125.08*
					Vendor Total:	*$125.08*
EUREKA OXYGEN CO	439104	EQUIPMENT MAINTENANCE	$408.50	*82024411-56300*	*BUILDING MAINT. & REPAIR*	*$0.44*
				82024411-56300	*BUILDING MAINT. & REPAIR*	*$408.50*
				90000000-23252	*DISTRICT USE TAX-LIBRARIES*	*($0.01)*
				90000000-23237	*DISTRICT USE TAX-MEASURE S*	*($0.03)*
				90000000-23028	*MEASURE Y DISTRICT TAX*	*($0.03)*
				90000000-23013	*STATE USE TAX LIABILITY*	*($0.37)*
					Vendor Total:	*$408.50*
FEDERAL EXPRESS	5-967-96920	SHIPPING SERVICES	$260.07	*91190100-52100*	*CONTRACTED SERVICES*	*$21.15*
				84024425-56120	*EQUIPMENT MAINTENANCE & REPAIR*	*$11.61*
				10013400-54101	*POSTAGE*	*$25.40*
				10013400-54101	*POSTAGE*	*$25.70*
				10016100-54101	*POSTAGE*	*$31.07*
				10020210-54101	*POSTAGE*	*$16.94*
				10020210-54101	*POSTAGE*	*$18.84*
				10020210-54101	*POSTAGE*	*$21.05*

List of Checks Presented for Approval on 11/2/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FEDERAL EXPRESS	5-967-96920	SHIPPING SERVICES	$260.07	*10020210-54101*	*POSTAGE*	*$21.20*
				10020210-54101	*POSTAGE*	*$25.60*
				80026400-54101	*POSTAGE*	*$18.48*
				80026400-54100	*SUPPLIES*	*$10.98*
				84024425-54100	*SUPPLIES*	*$12.05*
					Vendor Total:	*$260.07*
FORT BRAGG ELECTRIC	DV102017	SPEC 17-06 BAR SCREEN PROJECT	$54,507.00	*84024425-80230*	*INFRASTRUCTURE*	*$54,507.00*
					Vendor Total:	*$54,507.00*
FRED PRYOR SEMINARS	22799764	REGISTRATION	$149.00	*10013400-57100*	*CONFERENCE & TRAINING*	*$149.00*
					Vendor Total:	*$149.00*
GCS ENVIRONMENTAL EQUIP SRVS	16389	PARTS & SUPPLIES AS NEEDED	$114.88	*10024220-56130*	*EXTERNAL SERVICES*	*$114.88*
	16314	PARTS & SUPPLIES AS NEEDED	$120.52	*10024220-56130*	*EXTERNAL SERVICES*	*$120.52*
	16462	PARTS & SUPPLIES AS NEEDED	$423.24	*10024220-56130*	*EXTERNAL SERVICES*	*$423.24*
					Vendor Total:	*$658.64*
GENERAL SERVICES AGENCY	NOV 17	SPANISH MTN SUBLEASE MO RENT	$50.00	*20620231-52100*	*CONTRACTED SERVICES*	*$50.00*
					Vendor Total:	*$50.00*
GRANITE CONSTRUCTION COMPANY	1267230	MISC ROCK & ROAD PATCH MATERIA	$2,830.27	*82024414-54100*	*SUPPLIES*	*$2,830.27*
	1267241	MISC ROCK & ROAD PATCH MATERIA	$315.25	*84024421-54100*	*SUPPLIES*	*$315.25*
					Vendor Total:	*$3,145.52*
HOME DEPOT CREDIT SERVICES	5112417	MISCELLANEOUS SUPPLIES AS NEED	$41.22	*10022100-59400*	*BAD DEBT EXPENSE*	*$41.22*
	1160165	MISCELLANEOUS SUPPLIES AS NEED	$28.38	*82024411-56300*	*BUILDING MAINT. & REPAIR*	*$28.38*
	1025227	MISCELLANEOUS SUPPLIES AS NEED	$96.70	*82024411-56300*	*BUILDING MAINT. & REPAIR*	*$96.70*
	9041488	MISCELLANEOUS SUPPLIES AS NEED	$118.51	*84024421-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$118.51*
	6030707	MISCELLANEOUS SUPPLIES AS NEED	$6.09	*82224413-80230*	*INFRASTRUCTURE*	*$6.09*
	5041267	MISCELLANEOUS SUPPLIES AS NEED	$11.40	*82224413-80230*	*INFRASTRUCTURE*	*$11.40*

List of Checks Presented for Approval on 11/2/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
HOME DEPOT CREDIT SERVICES	5031448	MISCELLANEOUS SUPPLIES AS NEED	$15.15	*82224413-80230*	*INFRASTRUCTURE*	*$15.15*
	7013142	MISCELLANEOUS SUPPLIES AS NEED	$48.21	*90000000-23219*	*PUMPKINFEST*	*$48.21*
	6024810	MISCELLANEOUS SUPPLIES AS NEED	$49.46	*90000000-23219*	*PUMPKINFEST*	*$49.46*
	0025314	MISCELLANEOUS SUPPLIES AS NEED	$57.56	*90000000-23219*	*PUMPKINFEST*	*$57.56*
	5102807	MISCELLANEOUS SUPPLIES AS NEED	$33.50	*10022100-54100*	*SUPPLIES*	*$33.50*
	7012005	MISCELLANEOUS SUPPLIES AS NEED	$42.21	*10022100-54100*	*SUPPLIES*	*$42.21*
	5013245	MISCELLANEOUS SUPPLIES AS NEED	$143.52	*10022100-54100*	*SUPPLIES*	*$143.52*
	2101734	MISCELLANEOUS SUPPLIES AS NEED	$8.58	*73022600-54100*	*SUPPLIES*	*$8.58*
	0020958	MISCELLANEOUS SUPPLIES AS NEED	$46.56	*80026220-54100*	*SUPPLIES*	*$46.56*
					Vendor Total:	*$747.05*
INSTITUTE FOR ENVIROMENTAL HEALTH INC	171959	ANALYZE WATER SAMPLES	$365.00	*82024411-52100*	*CONTRACTED SERVICES*	*$365.00*
					Vendor Total:	*$365.00*
JENSEN INSTRUMENT CO	18645	SUPPLIES AS NEEDED	$237.81	*90000000-23252*	*DISTRICT USE TAX-LIBRARIES*	*($0.27)*
				90000000-23237	*DISTRICT USE TAX-MEASURE S*	*($1.08)*
				90000000-23028	*MEASURE Y DISTRICT TAX*	*($1.08)*
				90000000-23013	*STATE USE TAX LIABILITY*	*($15.62)*
				84024425-54100	*SUPPLIES*	*$18.05*
				84024425-54100	*SUPPLIES*	*$237.81*
					Vendor Total:	*$237.81*
JOHN AGUILAR	TA 11/12-14/17	TRAVEL ADVANCE	$465.52	*82024414-57100*	*CONFERENCE & TRAINING*	*$465.52*
					Vendor Total:	*$465.52*
JOHN'S LOCK & SAFE	8202	MISC LOCK & KEYSERVICES AS NEE	$25.00	*10020210-56130*	*EXTERNAL SERVICES*	*$25.00*
	8261	MISC LOCK & KEYSERVICES AS NEE	$30.00	*10020210-56130*	*EXTERNAL SERVICES*	*$30.00*
					Vendor Total:	*$55.00*

List of Checks Presented for Approval on 11/2/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
JUDY CHAN	NOV 17	RENT FOR PARKS OFFICE	$1,385.00	*10022100-52600*	*RENT*	*$1,385.00*
					Vendor Total:	*$1,385.00*
KEVIN COUSINEAU	TR 10/18-21/17	TRAVEL REIMBURSEMENT	$542.40	*10020214-57100*	*CONFERENCE & TRAINING*	*$542.40*
					Vendor Total:	*$542.40*
MARIANNE DAVISON	DV102317	REIMBURSEMENT SUPPLIES	$50.88	*90000000-23219*	*PUMPKINFEST*	*$50.88*
					Vendor Total:	*$50.88*
MARIN CONSULTING ASSOCIATION	DV100517	REGISTRATION	$900.00	*10020210-57100*	*CONFERENCE & TRAINING*	*$900.00*
					Vendor Total:	*$900.00*
MENDOCINO SOLID WASTE MANAGEMENT AUTHORITY	10714	DISPOSAL FEES	$27.50	*84024425-54100*	*SUPPLIES*	*$27.50*
					Vendor Total:	*$27.50*
MOIRS	141911	MISCELLANEOUS POOL SUPPLIES AS	$311.21	*82024411-58202*	*CHEMICALS*	*$311.21*
	142155	MISCELLANEOUS POOL SUPPLIES AS	$311.21	*82024411-58202*	*CHEMICALS*	*$311.21*
	142240	MISCELLANEOUS POOL SUPPLIES AS	$311.21	*82024411-58202*	*CHEMICALS*	*$311.21*
	142323	MISCELLANEOUS POOL SUPPLIES AS	$311.21	*82024411-58202*	*CHEMICALS*	*$311.21*
					Vendor Total:	*$1,244.84*
MUNI SERVICES LLC	0000042532	LTC DISCOVERY	$423.22	*10013400-52100*	*CONTRACTED SERVICES*	*$423.22*
	0000039199	BUSINESS LICENSE PROCESSING	$558.00	*10013400-52100*	*CONTRACTED SERVICES*	*$558.00*
	0000039522	SALES TAX AUDIT REPORTING SERV	$625.00	*10013400-52100*	*CONTRACTED SERVICES*	*$625.00*
	0000034484	BUSINESS LICENSE PROCESSING	$918.00	*10013400-52100*	*CONTRACTED SERVICES*	*$918.00*
	0000034707	BUSINESS LICENSE PROCESSING	$1,278.00	*10013400-52100*	*CONTRACTED SERVICES*	*$1,278.00*
	0000033375	BUSINESS LICENSE PROCESSING	$8,838.00	*10013400-52100*	*CONTRACTED SERVICES*	*$8,838.00*
					Vendor Total:	*$12,640.22*
NANCY SAWYER	TA 11/13-14/17	TRAVEL ADVANCE	$150.00	*10020210-57100*	*CONFERENCE & TRAINING*	*$150.00*
					Vendor Total:	*$150.00*

List of Checks Presented for Approval on 11/2/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
NANCY SKELLY	DV102517	INSTRUCTOR	$576.00	*10022850-52100*	*CONTRACTED SERVICES*	*$576.00*
					Vendor Total:	*$576.00*
NATIONAL METER & AUTOMATION	1089644	WATER SUPPLY, GROUNDWATER, SEW	$5,256.23	*82000000-12104*	*INVENTORY - PURCHASES*	*$5,256.23*
					Vendor Total:	*$5,256.23*
NATIONAL NOTARY ASSOCIATION	DV102017	RENEWAL FEE L.K LIMBIRD	$33.00	*82024410-57300*	*MEMBERSHIPS & SUBSCRIPTIONS*	*$16.50*
				84024420-57300	*MEMBERSHIPS & SUBSCRIPTIONS*	*$16.50*
					Vendor Total:	*$33.00*
NFP NATIONAL ACCOUNT SERVICES	OCT 17	OCT 17 NFP INSURANCE	$1,108.21	*20700000-20523*	*P/R DEDUCT-LTD*	*$2,579.71*
				20700000-20512	*REMIF LIFE*	*($1,775.25)*
				20700000-20512	*REMIF LIFE*	*$33.75*
				20700000-20512	*REMIF LIFE*	*$270.00*
	NOV 17	NOV 17 NFP INSURANCE	$1,151.75	*20700000-20523*	*P/R DEDUCT-LTD*	*$2,618.75*
				20700000-20512	*REMIF LIFE*	*($1,775.25)*
				20700000-20512	*REMIF LIFE*	*$34.25*
				20700000-20512	*REMIF LIFE*	*$274.00*
					Vendor Total:	*$2,259.96*
NOR-CAL RECYCLED ROCK & AGGREGATES INC	14019	MISC ROCK & ROAD PATCH MATERIA	$668.66	*10024220-54122*	*PW - AGGREGATE BASE*	*$668.66*
					Vendor Total:	*$668.66*
ONE TIME PAY VENDOR	DV102417	SEWER LATERAL REIMBURSMENT	$2,000.00	*84424422-52100*	*CONTRACTED SERVICES*	*$2,000.00*
	DV101617-3	REFUND COUNCIL CHAMBER RENTAL	$200.00	*10000000-46610*	*COUNCIL CHAMBER RENTALS*	*$200.00*
	102417-2	PUMPKINFEST VENDOR REFUND	$25.00	*90000000-23220*	*PUMPKINFEST (CC VENDOR PYTS)*	*$25.00*
	DV101617-1	PUMPKINFEST VENDOR REFUND	$100.00	*90000000-23220*	*PUMPKINFEST (CC VENDOR PYTS)*	*$100.00*
	DV102417-1	PUMPKINFEST VENDOR REFUND	$175.00	*90000000-23220*	*PUMPKINFEST (CC VENDOR PYTS)*	*$175.00*
	DV102417-3	PUMPKINFEST VENDOR REFUND	$235.00	*90000000-23220*	*PUMPKINFEST (CC VENDOR PYTS)*	*$235.00*

List of Checks Presented for Approval on 11/2/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ONE TIME PAY VENDOR	DV101617-2	PUMPKINFEST VENDOR REFUND	$325.00	*90000000-23220*	*PUMPKINFEST (CC VENDOR PYTS)*	*$325.00*
					Vendor Total:	*$3,060.00*
PACE SUPPLY CORPORATION	024174959	MISCELLANEOUS ITEMS AS NEEDED	$69.14	*82224413-80230*	*INFRASTRUCTURE*	*$69.14*
	024180001	MISCELLANEOUS ITEMS AS NEEDED	$429.33	*82224413-80230*	*INFRASTRUCTURE*	*$214.67*
				82024414-54100	*SUPPLIES*	*$214.66*
	024178619	MISCELLANEOUS ITEMS AS NEEDED	$204.22	*82024414-54102*	*SMALL TOOLS*	*$204.22*
	014174576	MISCELLANEOUS ITEMS AS NEEDED	$39.54	*82024414-54100*	*SUPPLIES*	*$39.54*
	024173614	MISCELLANEOUS ITEMS AS NEEDED	$132.58	*82024414-54100*	*SUPPLIES*	*$132.58*
	024174566	MISCELLANEOUS ITEMS AS NEEDED	$276.49	*82024414-54100*	*SUPPLIES*	*$276.49*
	024133172	PLUMBING EQUIPMENT, FIXTURES,	$1,393.20	*82024414-54100*	*SUPPLIES*	*$1,393.20*
					Vendor Total:	*$2,544.50*
PFM ASSET MANAGEMENT LLC	81394	FINANCIAL ADVISORY SERVICES	$4,030.37	*10015100-52100*	*CONTRACTED SERVICES*	*$4,030.37*
					Vendor Total:	*$4,030.37*
PHYSIO-CONTROL INC	117079612	LIFEPAK 15 V4	$25,979.26	*10021210-80100*	*MACHINERY & EQUIPMENT*	*$25,979.26*
					Vendor Total:	*$25,979.26*
POWER INDUSTRIES INC	743192	PARTS AND TOOLS AS NEEDED	$809.69	*84024425-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$809.69*
					Vendor Total:	*$809.69*
REDWOOD COAST FUELS	1883684	CARDLOCK FUEL PURCHASES	$35.28	*20324100-56112*	*EQUIPMENT PARTS FOR RESALE*	*$35.28*
					Vendor Total:	*$35.28*
REDWOOD EMPIRE AIKIKAI	DV102617	INSTRUCTOR	$168.00	*10022850-52100*	*CONTRACTED SERVICES*	*$168.00*
					Vendor Total:	*$168.00*
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	17-11 HEALTH COMP	NOV 17 REMIF INSURANCE	$225,615.00	*20700000-20524*	*NON-EMPLOYEE HEALTH INS.PREM*	*$473.20*
				20700000-20524	*NON-EMPLOYEE HEALTH INS.PREM*	*$2,172.00*
				20700000-20524	*NON-EMPLOYEE HEALTH INS.PREM*	*$11,859.00*

List of Checks Presented for Approval on 11/2/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	17-11 HEALTH COMP	NOV 17 REMIF INSURANCE	$225,615.00	*20700000-20520*	*P/R DEDUCT.- MEDICAL INS*	*$194,234.00*
				20700000-20510	*REMIF DENTAL*	*$13,983.00*
				20700000-20511	*REMIF VISION*	*$2,893.80*
					Vendor Total:	*$225,615.00*
RINO PACIFIC	CL20377	FUEL AS NEEDED	$55.58	*82024414-56210*	*FUEL & FLUIDS*	*$30.02*
				84024421-56210	*FUEL & FLUIDS*	*$25.56*
					Vendor Total:	*$55.58*
RONALD DONOHUE	TA 11/16-17/17	TRAVEL ADVANCE	$218.42	*10020210-57100*	*CONFERENCE & TRAINING*	*$218.42*
					Vendor Total:	*$218.42*
SONSRAY MACHINERY LLC	P13340-04	EQUIPMENT MAINTENANCE	$126.40	*84024421-56130*	*EXTERNAL SERVICES*	*$0.52*
				84024421-56130	*EXTERNAL SERVICES*	*$126.40*
				90000000-23028	*MEASURE Y DISTRICT TAX*	*($0.52)*
					Vendor Total:	*$126.40*
TRANSENE COMPANY INC	150848	SUPPLIES AS NEEDED	$823.86	*84024425-54100*	*SUPPLIES*	*$823.86*
	155067	SUPPLIES AS NEEDED	$825.64	*84024425-54100*	*SUPPLIES*	*$825.64*
					Vendor Total:	*$1,649.50*
TUFTS POLYGRAPH & INVESTIGATION	2017-368(A)	POLYGRAPH & INVESTIGATION SERVICES	$650.00	*20620231-52100*	*CONTRACTED SERVICES*	*$650.00*
					Vendor Total:	*$650.00*
TURF STAR INC	6994045	MISCELLANEOUS PARTS AS NEEDED	$343.54	*10022100-56130*	*EXTERNAL SERVICES*	*$343.54*
					Vendor Total:	*$343.54*
TYCO SIMPLEX GRINNELL	79728399	HALON SAFETY TEST/INSPECTION	$488.50	*20822500-56300*	*BUILDING MAINT. & REPAIR*	*$488.50*
					Vendor Total:	*$488.50*
UKIAH PAPER SUPPLY	I477182	JANITORIAL SUPPLIES, MISC AS N	$76.62	*10022100-54100*	*SUPPLIES*	*$76.62*
	I476760	JANITORIAL SUPPLIES, MISC AS N	$594.16	*10022100-54100*	*SUPPLIES*	*$594.16*
	I476594	JANITORIAL SUPPLIES, MISC AS N	$116.73	*20822500-54100*	*SUPPLIES*	*$116.73*

List of Checks Presented for Approval on 11/2/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
UKIAH PAPER SUPPLY	I476915	JANITORIAL SUPPLIES, MISC AS N	$116.97	*20822500-54100*	*SUPPLIES*	*$116.97*
	I476616	JANITORIAL SUPPLIES, MISC AS N	$153.35	*20824300-54100*	*SUPPLIES*	*$153.35*
	I476763	JANITORIAL SUPPLIES, MISC AS N	$48.65	*31122870-54100*	*SUPPLIES*	*$48.65*
	I476193	JANITORIAL SUPPLIES, MISC AS N	$97.71	*73022600-54100*	*SUPPLIES*	*$97.71*
	475971	JANITORIAL SUPPLIES, MISC AS N	$364.40	*73022600-54100*	*SUPPLIES*	*$364.40*
	I476171	JANITORIAL SUPPLIES, MISC AS N	$272.00	*77725200-54100*	*SUPPLIES*	*$272.00*
	I476256	JANITORIAL SUPPLIES, MISC AS N	$82.18	*82024411-54100*	*SUPPLIES*	*$82.18*
	I477173	JANITORIAL SUPPLIES, MISC AS N	$185.52	*84024421-54100*	*SUPPLIES*	*$185.52*
	I476733	JANITORIAL SUPPLIES, MISC AS N	$21.44	*84024425-54100*	*SUPPLIES*	*$21.44*
					Vendor Total:	*$2,129.73*
UKIAH VALLEY DELI	66720	EUD LUNCH MEETING	$36.36	*80026400-54100*	*SUPPLIES*	*$36.36*
					Vendor Total:	*$36.36*
USA BLUEBOOK	394593	SUPPLIES AS NEEDED	$55.27	*84024425-54100*	*SUPPLIES*	*$55.27*
					Vendor Total:	*$55.27*
VWR INTERNATIONAL INC	8080183481	SUPPLIES S NEEDED	$396.23	*90000000-23237*	*DISTRICT USE TAX-MEASURE S*	*($1.78)*
				90000000-23028	*MEASURE Y DISTRICT TAX*	*($1.78)*
				84024425-54100	*SUPPLIES*	*$3.56*
				84024425-54100	*SUPPLIES*	*$396.23*
					Vendor Total:	*$396.23*
WALMART COMMUNITY	P9273009001 HXXQYP	MISC ITEMS AS NEEDED	$518.03	*10024220-54102*	*SMALL TOOLS*	*$129.51*
				82024410-54100	*SUPPLIES*	*$129.51*
				83024430-54100	*SUPPLIES*	*$129.50*
				84024420-54100	*SUPPLIES*	*$129.51*
	P9273008801 9XLVHV	MISC ITEMS AS NEEDED	$12.61	*73022600-54100*	*SUPPLIES*	*$12.61*
	P9273009001 HRB9DL	MISC ITEMS AS NEEDED	$205.64	*77725200-54100*	*SUPPLIES*	*$205.64*

List of Checks Presented for Approval on 11/2/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
WALMART COMMUNITY	P9273008N01 EVHKDX	POLICE CREDIT CARD, MISC. PURC	$67.95	*80026210-54100*	*SUPPLIES*	*$67.95*
	0258	MISC ITEMS AS NEEDED	$135.66	*82024414-54100*	*SUPPLIES*	*$135.66*
	P9273008J01 DDGQEB	MISC ITEMS AS NEEDED	$39.61	*84024425-54100*	*SUPPLIES*	*$39.61*
					Vendor Total:	*$979.50*
					INVOICE TOTAL:	***$397,676.13***

List of Checks Presented for Approval on 11/9/2017

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

11-14-17

Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ACME RIGGING & SUPPLY CO	289183	MISC RENTAL & SUPPLIES AS NEED	$74.78	*82024414-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$74.78*
					Vendor Total:	*$74.78*
ADAMSON POLICE PRODUCTS	INV257034	PARTS FOR UPD PATROL UNIT	$2,130.12	*10020210-56130*	*EXTERNAL SERVICES*	*$2,130.12*
					Vendor Total:	*$2,130.12*
ADELE PHILLIPS	TR 9/23-25/17	TRAVEL REIMBURSEMENT	$450.12	*10023100-57100*	*CONFERENCE & TRAINING*	*$450.12*
					Vendor Total:	*$450.12*
ALPHA ANALYTICAL LABORATORIES INC	7103800-UKIAH	MISCELLANEOUS LABORATORY WORK	$568.00	*82224413-80230*	*INFRASTRUCTURE*	*$284.00*
				82224413-80230	*INFRASTRUCTURE*	*$284.00*
					Vendor Total:	*$568.00*
AMAZON CAPITAL SERVICES	166H-DR4D-RDMG	MISCELLANEOUS SUPPLIES AS NEED	$248.32	*10013400-54330*	*COMPUTER AND TECHNOLOGY*	*$20.80*
				10013400-54330	*COMPUTER AND TECHNOLOGY*	*$248.32*
				90000000-23252	*DISTRICT USE TAX-LIBRARIES*	*($0.30)*
				90000000-23237	*DISTRICT USE TAX-MEASURE S*	*($1.25)*
				90000000-23028	*MEASURE Y DISTRICT TAX*	*($1.25)*
				90000000-23013	*STATE USE TAX LIABILITY*	*($18.00)*
	1HLM-MWHV-DJWD	MISCELLANEOUS SUPPLIES AS NEED	$612.59	*20324100-54102*	*SMALL TOOLS*	*$612.59*
	1RFV-DGGQ-Q3LQ	MISCELLANEOUS SUPPLIES AS NEED	($29.05)	*82024414-54100*	*SUPPLIES*	*($29.05)*
	16MG-K9JY-F9M4	MISCELLANEOUS SUPPLIES AS NEED	$32.37	*82024414-54100*	*SUPPLIES*	*$32.37*
	1PQY-GMKL-MD1K	MISCELLANEOUS SUPPLIES AS NEED	$37.75	*82024414-54100*	*SUPPLIES*	*$37.75*
					Vendor Total:	*$901.98*
APPLE INC	4460984700	APPLE 10.5-INCH IPAD PRO WI-FI	$466.02	*10024210-54330*	*COMPUTER AND TECHNOLOGY*	*$116.52*

List of Checks Presented for Approval on 11/9/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
APPLE INC	4460984700	APPLE 10.5-INCH IPAD PRO WI-FI	$466.02	*82024410-54330*	*COMPUTER AND TECHNOLOGY*	*$116.50*
				83024430-54330	*COMPUTER AND TECHNOLOGY*	*$116.50*
				84024420-54330	*COMPUTER AND TECHNOLOGY*	*$116.50*
	4461175526	APPLE 10.5-INCH IPAD PRO WI-FI	$1,885.15	*10024210-54330*	*COMPUTER AND TECHNOLOGY*	*$471.28*
				82024410-54330	*COMPUTER AND TECHNOLOGY*	*$471.29*
				83024430-54330	*COMPUTER AND TECHNOLOGY*	*$471.29*
				84024420-54330	*COMPUTER AND TECHNOLOGY*	*$471.29*
					Vendor Total:	*$2,351.17*
ARGONAUT CONSTRUCTORS	DV102317	2016 SEWER & WATER REPLACEMENT	$196,950.00	*51024220-80230*	*INFRASTRUCTURE*	*$155,820.00*
				82224413-80230	*INFRASTRUCTURE*	*$41,130.00*
					Vendor Total:	*$196,950.00*
B & B INDUSTRIAL SUPPLY INC	192525	MISCELLANEOUS MATERIALS AS NEE	$96.66	*84024425-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$96.66*
	192538	MISCELLANEOUS MATERIALS AS NEE	$11.54	*10022100-54100*	*SUPPLIES*	*$11.54*
	192364	MISCELLANEOUS MATERIALS AS NEE	$188.45	*10022100-54100*	*SUPPLIES*	*$188.45*
	192421	MISCELLANEOUS MATERIALS AS NEE	$24.38	*82024414-54100*	*SUPPLIES*	*$24.38*
					Vendor Total:	*$321.03*
BROOKE HOFSTETTER	DV110117	INSTRUCTOR	$100.00	*10022850-52100*	*CONTRACTED SERVICES*	*$100.00*
					Vendor Total:	*$100.00*
BSN SPORTS	900727474	BASKETBALL SUPPLIES	$3,047.51	*10022831-54100*	*SUPPLIES*	*$3,047.51*
					Vendor Total:	*$3,047.51*
BWS DISTRIBUTORS INC	227991	CALIBRATION CYLINDER	$155.53	*90000000-23028*	*MEASURE Y DISTRICT TAX*	*($0.65)*
				82024414-54100	*SUPPLIES*	*$0.33*
				82024414-54100	*SUPPLIES*	*$77.77*
				84024421-54100	*SUPPLIES*	*$0.32*
				84024421-54100	*SUPPLIES*	*$77.76*
					Vendor Total:	*$155.53*
CA SURVEYING & DRAFTING SUPPLY INC	90014/1	SURVEY STATION	$31,219.53	*25124210-80100*	*MACHINERY & EQUIPMENT*	*$31,219.53*
					Vendor Total:	*$31,219.53*

List of Checks Presented for Approval on 11/9/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS	178249	REGISTRATION	$200.00	*20513300-57100*	*CONFERENCE & TRAINING*	*$200.00*
	DZR62638	MEMBERSHIP DUES	$110.00	*10013400-57300*	*MEMBERSHIPS & SUBSCRIPTIONS*	*$110.00*
					Vendor Total:	*$310.00*
CANTEEN SERVICE	5975:001014	WATER FILTRATION SERVICE POLIC	$45.00	*10020210-54100*	*SUPPLIES*	*$22.50*
				20620231-54100	*SUPPLIES*	*$22.50*
					Vendor Total:	*$45.00*
CAREER TRACK	22818133	REGISTRATION	$149.00	*20513300-57100*	*CONFERENCE & TRAINING*	*$149.00*
					Vendor Total:	*$149.00*
COLE GOWAN	TR 11/1/17	TRAVEL REIMBURSEMENT	$83.74	*10022100-57100*	*CONFERENCE & TRAINING*	*$83.74*
					Vendor Total:	*$83.74*
CONVERGENT COMPUTING	BILL46551	IT SERVICES	$2,587.50	*20913900-52100*	*CONTRACTED SERVICES*	*$2,587.50*
					Vendor Total:	*$2,587.50*
CROSSFIT MENDOCINO	CFM112017CITY	CROSS-FIT TRAINING FOR FIRE ST	$333.33	*10021210-57100*	*CONFERENCE & TRAINING*	*$333.33*
					Vendor Total:	*$333.33*
CRWA	20175013	WATER CERTIFICATION	$250.00	*82024414-57100*	*CONFERENCE & TRAINING*	*$250.00*
					Vendor Total:	*$250.00*
DELL MARKETING LP	10199881924	DELL LATITUDE 5285, XCTO	$2,623.68	*10012100-54330*	*COMPUTER AND TECHNOLOGY*	*$2,623.68*
	10196065186	COMPUTER,	$2,316.06	*10024210-54330*	*COMPUTER AND TECHNOLOGY*	*$1,158.02*
				70024500-54330	*COMPUTER AND TECHNOLOGY*	*$1,158.04*
	10197963764	COMPUTER HARDWARE AND PERIPHER	$4,362.63	*80126100-54330*	*COMPUTER AND TECHNOLOGY*	*$4,362.63*
					Vendor Total:	*$9,302.37*
DISBURSEMENT UNIT	DV110817	WITHHOLDING ORDER 0450016156-01	$75.00	*10000000-20150*	*AP CONTRACT RETAINAGE*	*$75.00*
					Vendor Total:	*$75.00*
DJ KEN STEELY ENTERTAINMENT	20171021-A	PUMPKINFEST ENTERTAINMENT	$2,350.00	*90000000-23219*	*PUMPKINFEST*	*$2,350.00*
					Vendor Total:	*$2,350.00*
ELIZABETH FRAUSTO	TA 11/14/17	TRAVEL ADVANCE	$15.00	*20513300-57100*	*CONFERENCE & TRAINING*	*$15.00*
					Vendor Total:	*$15.00*

List of Checks Presented for Approval on 11/9/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
EUREKA OXYGEN CO	439126	EQUIPMENT MAINTENANCE	$429.12	*20324100-56112*	*EQUIPMENT PARTS FOR RESALE*	*$429.12*
	U 144165	EQUIPMENT MAINTENANCE	$1,282.49	*10020210-56130*	*EXTERNAL SERVICES*	*$1,282.49*
					Vendor Total:	*$1,711.61*
FARWEST LINE SPECIALTIES LLC	241345	ELECTRICALEQUIPMENT AND SUPPLIES	$622.84	*80026110-54100*	*SUPPLIES*	*$622.84*
					Vendor Total:	*$622.84*
FRIEDMANS HOME IMPROVEMENT	36130770	MISC ITEMS AS NEEDED	$52.33	*20822500-56300*	*BUILDING MAINT. & REPAIR*	*$52.33*
	36101016	MISC ITEMS AS NEEDED	$73.35	*20822500-56300*	*BUILDING MAINT. & REPAIR*	*$73.35*
	36126399	MISC ITEMS AS NEEDED	$77.11	*20822500-56300*	*BUILDING MAINT. & REPAIR*	*$77.11*
	36124292	MISC ITEMS AS NEEDED	$139.48	*20822500-56300*	*BUILDING MAINT. & REPAIR*	*$89.10*
				20822500-54102	*SMALL TOOLS*	*$50.38*
	36125146	MISC ITEMS AS NEEDED	$169.22	*20822500-56300*	*BUILDING MAINT. & REPAIR*	*$40.25*
				20822500-54102	*SMALL TOOLS*	*$128.97*
	36122613	MISC ITEMS AS NEEDED	$251.96	*20822500-56300*	*BUILDING MAINT. & REPAIR*	*$251.96*
	36110591	MISC ITEMS AS NEEDED	$35.66	*77725200-56300*	*BUILDING MAINT. & REPAIR*	*$35.66*
	36108075	MISC ITEMS AS NEEDED	$68.43	*77725200-56300*	*BUILDING MAINT. & REPAIR*	*$68.43*
	36121655	MISC ITEMS AS NEEDED	$181.25	*77725200-56300*	*BUILDING MAINT. & REPAIR*	*$181.25*
	36099168	MISC ITEMS AS NEEDED	$204.94	*77725200-56300*	*BUILDING MAINT. & REPAIR*	*$204.94*
	36124118	MISC ITEMS AS NEEDED	$255.16	*77725200-56300*	*BUILDING MAINT. & REPAIR*	*$255.16*
	36109580	MISC ITEMS AS NEEDED	$6.94	*82024411-56300*	*BUILDING MAINT. & REPAIR*	*$6.94*
	36110335	MISC ITEMS AS NEEDED	$9.40	*82024411-56300*	*BUILDING MAINT. & REPAIR*	*$9.40*
	36117484	MISC ITEMS AS NEEDED	$4.26	*84024425-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$4.26*
	36097848	MISC ITEMS AS NEEDED	$10.10	*84024425-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$10.10*

List of Checks Presented for Approval on 11/9/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	36109478	MISC ITEMS AS NEEDED	$16.80	*84024425-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$16.80*
	36124431	MISC ITEMS AS NEEDED	$23.15	*84024425-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$23.15*
	36123233	MISC ITEMS AS NEEDED	$37.87	*84024425-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$37.87*
	36099995	MISC ITEMS AS NEEDED	$7.11	*84024425-56504*	*FACILITY MAINTENANCE & REPAIR*	*$7.11*
	36098845	MISC ITEMS AS NEEDED	$25.87	*84024425-56504*	*FACILITY MAINTENANCE & REPAIR*	*$25.87*
	36117467	MISC ITEMS AS NEEDED	$386.03	*84024425-56504*	*FACILITY MAINTENANCE & REPAIR*	*$144.10*
				84024425-56504	*FACILITY MAINTENANCE & REPAIR*	*$241.93*
	36124097	MISC ITEMS AS NEEDED	$10.10	*82224413-80230*	*INFRASTRUCTURE*	*$10.10*
	36125071	MISC ITEMS AS NEEDED	$77.83	*82224413-80230*	*INFRASTRUCTURE*	*$77.83*
	36109748	MISC ITEMS AS NEEDED	$42.33	*10020210-54201*	*PRISONER EXPENSE*	*$42.33*
	36115243	MISC ITEMS AS NEEDED	$25.46	*90000000-23219*	*PUMPKINFEST*	*$25.46*
	36099996	MISC ITEMS AS NEEDED	$38.88	*90000000-23219*	*PUMPKINFEST*	*$38.88*
	36115272	MISC ITEMS AS NEEDED	$43.89	*90000000-23219*	*PUMPKINFEST*	*$43.89*
	36118417	MISC ITEMS AS NEEDED	$44.70	*90000000-23219*	*PUMPKINFEST*	*$44.70*
	36120542	MISC ITEMS AS NEEDED	$48.61	*90000000-23219*	*PUMPKINFEST*	*$48.61*
	36121991	MISC ITEMS AS NEEDED	$58.33	*90000000-23219*	*PUMPKINFEST*	*$58.33*
	36108868	MISC ITEMS AS NEEDED	$78.96	*90000000-23219*	*PUMPKINFEST*	*$78.96*
	36116564	MISC ITEMS AS NEEDED	$181.09	*90000000-23219*	*PUMPKINFEST*	*$17.43*
				20822500-54100	*SUPPLIES*	*$163.66*
	36110844	MISC ITEMS AS NEEDED	$660.06	*90000000-23219*	*PUMPKINFEST*	*$660.06*
	36100497	MISC ITEMS AS NEEDED	$54.53	*10024220-54130*	*PW - SAFETY*	*$54.53*

List of Checks Presented for Approval on 11/9/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	36114851	MISC ITEMS AS NEEDED	$7.78	*10024220-54120*	*PW - SPECIAL SUPPLIES*	*$7.78*
	36122021	MISC ITEMS AS NEEDED	$11.67	*10024220-54120*	*PW - SPECIAL SUPPLIES*	*$11.67*
	36115257	MISC ITEMS AS NEEDED	$15.09	*10024220-54120*	*PW - SPECIAL SUPPLIES*	*$15.09*
	36100978	MISC ITEMS AS NEEDED	$22.61	*10024220-54120*	*PW - SPECIAL SUPPLIES*	*$22.61*
	36124446	MISC ITEMS AS NEEDED	$39.56	*10024220-54120*	*PW - SPECIAL SUPPLIES*	*$39.56*
	36117372	MISC ITEMS AS NEEDED	$41.62	*10024220-54120*	*PW - SPECIAL SUPPLIES*	*$41.62*
	361020921	MISC ITEMS AS NEEDED	$66.02	*10024220-54120*	*PW - SPECIAL SUPPLIES*	*$66.02*
	36100040	MISC ITEMS AS NEEDED	$128.97	*10024220-54120*	*PW - SPECIAL SUPPLIES*	*$128.97*
	36114238	MISC ITEMS AS NEEDED	$143.06	*10024220-54120*	*PW - SPECIAL SUPPLIES*	*$143.06*
	36099755	MISC ITEMS AS NEEDED	$154.35	*10024220-54120*	*PW - SPECIAL SUPPLIES*	*$154.35*
	36099705	MISC ITEMS AS NEEDED	$244.04	*10024220-54120*	*PW - SPECIAL SUPPLIES*	*$244.04*
	36099720	MISC ITEMS AS NEEDED	$206.08	*20822500-54102*	*SMALL TOOLS*	*$206.08*
	36125940	MISC ITEMS AS NEEDED	$172.32	*82024414-54102*	*SMALL TOOLS*	*$172.32*
	36098449	MISC ITEMS AS NEEDED	$7.78	*10022100-54100*	*SUPPLIES*	*$7.78*
	36129077	MISC ITEMS AS NEEDED	$17.13	*10022100-54100*	*SUPPLIES*	*$17.13*
	36122851	MISC ITEMS AS NEEDED	$17.20	*10022100-54100*	*SUPPLIES*	*$17.20*
	36129520	MISC ITEMS AS NEEDED	$21.26	*10022100-54100*	*SUPPLIES*	*$21.26*
	36116170	MISC ITEMS AS NEEDED	$22.57	*10022100-54100*	*SUPPLIES*	*$22.57*
	36124821	MISC ITEMS AS NEEDED	$24.32	*10022100-54100*	*SUPPLIES*	*$24.32*
	36124850	MISC ITEMS AS NEEDED	$24.32	*10022100-54100*	*SUPPLIES*	*$24.32*
	36122982	MISC ITEMS AS NEEDED	$26.96	*10022100-54100*	*SUPPLIES*	*$26.96*

List of Checks Presented for Approval on 11/9/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	36125126	MISC ITEMS AS NEEDED	$34.10	*10022100-54100*	*SUPPLIES*	*$34.10*
	36103325	MISC ITEMS AS NEEDED	$39.67	*10022100-54100*	*SUPPLIES*	*$39.67*
	36102654	MISC ITEMS AS NEEDED	$42.15	*10022100-54100*	*SUPPLIES*	*$42.15*
	36103744	MISC ITEMS AS NEEDED	$42.79	*10022100-54100*	*SUPPLIES*	*$42.79*
	36124318	MISC ITEMS AS NEEDED	$52.67	*10022100-54100*	*SUPPLIES*	*$52.67*
	36109431	MISC ITEMS AS NEEDED	$65.45	*10022100-54100*	*SUPPLIES*	*$65.45*
	36126132	MISC ITEMS AS NEEDED	$102.08	*10022100-54100*	*SUPPLIES*	*$102.08*
	36129001	MISC ITEMS AS NEEDED	$170.96	*10022100-54100*	*SUPPLIES*	*$170.96*
	36117327	MISC ITEMS AS NEEDED	$188.41	*10022100-54100*	*SUPPLIES*	*$188.41*
	36103354	MISC ITEMS AS NEEDED	$5.90	*10022810-54100*	*SUPPLIES*	*$5.90*
	3612698	MISC ITEMS AS NEEDED	$162.54	*10024210-54100*	*SUPPLIES*	*$40.64*
				82024410-54100	*SUPPLIES*	*$40.64*
				83024430-54100	*SUPPLIES*	*$40.62*
				84024420-54100	*SUPPLIES*	*$40.64*
	36130124	MISC ITEMS AS NEEDED	$162.54	*10024210-54100*	*SUPPLIES*	*$40.64*
				82024410-54100	*SUPPLIES*	*$40.64*
				83024430-54100	*SUPPLIES*	*$40.62*
				84024420-54100	*SUPPLIES*	*$40.64*
	36123339	MISC ITEMS AS NEEDED	$42.78	*20324100-54100*	*SUPPLIES*	*$42.78*
	36121550	MISC ITEMS AS NEEDED	$81.27	*20324100-54100*	*SUPPLIES*	*$81.27*
	36107796	MISC ITEMS AS NEEDED	$56.92	*20822500-54100*	*SUPPLIES*	*$56.92*
	36109510	MISC ITEMS AS NEEDED	$65.88	*20822500-54100*	*SUPPLIES*	*$65.88*
	36113603	MISC ITEMS AS NEEDED	$79.30	*20822500-54100*	*SUPPLIES*	*$79.30*

List of Checks Presented for Approval on 11/9/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	36115192	MISC ITEMS AS NEEDED	$84.20	*20822500-54100*	*SUPPLIES*	*$84.20*
	36108348	MISC ITEMS AS NEEDED	$102.95	*20822500-54100*	*SUPPLIES*	*$102.95*
	36109938	MISC ITEMS AS NEEDED	$150.44	*20822500-54100*	*SUPPLIES*	*$150.44*
	36112291	MISC ITEMS AS NEEDED	$17.61	*77725200-54100*	*SUPPLIES*	*$17.61*
	36111032	MISC ITEMS AS NEEDED	$40.61	*77725200-54100*	*SUPPLIES*	*$40.61*
	36110372	MISC ITEMS AS NEEDED	$22.57	*80026110-54100*	*SUPPLIES*	*$22.57*
	36113857	MISC ITEMS AS NEEDED	$71.27	*80026110-54100*	*SUPPLIES*	*$71.27*
	36122732	MISC ITEMS AS NEEDED	$6.96	*80026200-54100*	*SUPPLIES*	*$6.96*
	36130997	MISC ITEMS AS NEEDED	$11.11	*80026200-54100*	*SUPPLIES*	*$11.11*
	36100538	MISC ITEMS AS NEEDED	$7.24	*80026210-54100*	*SUPPLIES*	*$7.24*
	36130847	MISC ITEMS AS NEEDED	$7.90	*80026210-54100*	*SUPPLIES*	*$7.90*
	36099836	MISC ITEMS AS NEEDED	$14.22	*80026210-54100*	*SUPPLIES*	*$14.22*
	36124304	MISC ITEMS AS NEEDED	$20.19	*80026210-54100*	*SUPPLIES*	*$20.19*
	36130684	MISC ITEMS AS NEEDED	$23.85	*80026210-54100*	*SUPPLIES*	*$23.85*
	36116847	MISC ITEMS AS NEEDED	$5.84	*80026220-54100*	*SUPPLIES*	*$5.84*
	36110560	MISC ITEMS AS NEEDED	$13.43	*80026220-54100*	*SUPPLIES*	*$13.43*
	36113487	MISC ITEMS AS NEEDED	$15.30	*80026220-54100*	*SUPPLIES*	*$15.30*
	36106455	MISC ITEMS AS NEEDED	$15.95	*80026220-54100*	*SUPPLIES*	*$15.95*
	36108978	MISC ITEMS AS NEEDED	$15.95	*80026220-54100*	*SUPPLIES*	*$15.95*
	36116044	MISC ITEMS AS NEEDED	$26.96	*80026220-54100*	*SUPPLIES*	*$26.96*
	36113636	MISC ITEMS AS NEEDED	$40.78	*80026220-54100*	*SUPPLIES*	*$40.78*

List of Checks Presented for Approval on 11/9/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	36107402	MISC ITEMS AS NEEDED	$58.48	*80026220-54100*	*SUPPLIES*	*$58.48*
	36106470	MISC ITEMS AS NEEDED	$143.34	*80026220-54100*	*SUPPLIES*	*$143.34*
	36109494	MISC ITEMS AS NEEDED	$41.56	*82024411-54100*	*SUPPLIES*	*$41.56*
	36108647	MISC ITEMS AS NEEDED	$22.18	*82024414-54100*	*SUPPLIES*	*$22.18*
	36124416	MISC ITEMS AS NEEDED	$28.91	*82024414-54100*	*SUPPLIES*	*$28.91*
	36129767	MISC ITEMS AS NEEDED	$62.84	*82024414-54100*	*SUPPLIES*	*$62.84*
	36122294	MISC ITEMS AS NEEDED	$69.63	*82024414-54100*	*SUPPLIES*	*$69.63*
	36099153	MISC ITEMS AS NEEDED	$85.94	*82024414-54100*	*SUPPLIES*	*$85.94*
	36124544	MISC ITEMS AS NEEDED	$11.03	*84024421-54100*	*SUPPLIES*	*$11.03*
	36114000	MISC ITEMS AS NEEDED	$17.86	*84024421-54100*	*SUPPLIES*	*$17.86*
	36102842	MISC ITEMS AS NEEDED	$21.79	*84024421-54100*	*SUPPLIES*	*$21.79*
	36108347	MISC ITEMS AS NEEDED	$35.94	*84024421-54100*	*SUPPLIES*	*$35.94*
	36117384	MISC ITEMS AS NEEDED	$355.36	*84024421-54100*	*SUPPLIES*	*$355.36*
	36103778	MISC ITEMS AS NEEDED	$12.48	*84024425-54100*	*SUPPLIES*	*$12.48*
	36098678	MISC ITEMS AS NEEDED	$360.12	*84024425-54100*	*SUPPLIES*	*$360.12*
					Vendor Total:	*$8,254.10*
GABRIEL QUINONEZ	TA 11/12-18/17	TRAVEL ADVANCE	$791.87	*82024411-57100*	*CONFERENCE & TRAINING*	*$791.87*
					Vendor Total:	*$791.87*
GENERAL PACIFIC INC	1293670	ELECTRICAL CABLES AND WIRES (N	$1,690.65	*80000000-12104*	*INVENTORY - PURCHASES*	*$1,690.65*
					Vendor Total:	*$1,690.65*
GINA GRECO	DV103117	INSTRUCTOR	$1,795.00	*10022850-52100*	*CONTRACTED SERVICES*	*$1,795.00*
					Vendor Total:	*$1,795.00*
GOLDEN GATE BRIDGE TOLL	I69173722378 1	BRIDGE TOLL	$7.75	*20913900-57100*	*CONFERENCE & TRAINING*	*$7.75*
					Vendor Total:	*$7.75*

List of Checks Presented for Approval on 11/9/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
GOLDEN GATE K9 LLC	UPD10312017	ANNUAL K9 TRAINING	$700.00	*10020210-54100*	*SUPPLIES*	*$700.00*
	UPD9302017	ANNUAL K9 TRAINING	$700.00	*10020210-54100*	*SUPPLIES*	*$700.00*
					Vendor Total:	*$1,400.00*
GRANITE CONSTRUCTION COMPANY	DV102417	N STATE ST INTER-LOW GAP RD/BR	$116,350.00	*25124210-80230*	*INFRASTRUCTURE*	*$9,550.00*
				50824220-80230	*INFRASTRUCTURE*	*$106,800.00*
	1269994	MISC ROCK & ROAD PATCH MATERIA	$279.03	*82024414-54100*	*SUPPLIES*	*$193.91*
				84024421-54100	*SUPPLIES*	*$85.12*
	1270034	MISC ROCK & ROAD PATCH MATERIA	$777.96	*82024414-54100*	*SUPPLIES*	*$321.68*
				84024421-54100	*SUPPLIES*	*$456.28*
					Vendor Total:	*$117,406.99*
HACH COMPANY	10697178	SUPPLIES AS NEEDED	$47.63	*84024425-54100*	*SUPPLIES*	*$47.63*
	10698741	SUPPLIES AS NEEDED	$142.89	*84024425-54100*	*SUPPLIES*	*$142.89*
	10694035	SUPPLIES AS NEEDED	$509.64	*84024425-54100*	*SUPPLIES*	*$509.64*
					Vendor Total:	*$700.16*
INFOSEND INC	126761	UB PRINT & MAIL SERVICES	$3,673.76	*20513300-52100*	*CONTRACTED SERVICES*	*$3,673.76*
					Vendor Total:	*$3,673.76*
INTEGRITY SHRED	75040	DOCUMENT SHREDDING	$57.00	*10020210-54100*	*SUPPLIES*	*$28.50*
				20620231-54100	*SUPPLIES*	*$28.50*
					Vendor Total:	*$57.00*
INTERCOUNTY MECHANICAL & ELECTRICAL INC	6062	AIRPORT AC REPAIR AT PILOT OFF	$1,612.14	*77725200-56300*	*BUILDING MAINT. & REPAIR*	*$1,612.14*
	DV103017	ENERGY REBATE	$1,490.00	*80626500-52135*	*ENERGY CONSERVATION PROGRAM*	*$1,490.00*
					Vendor Total:	*$3,102.14*
JOE FOWLER	DV103017	BOOT ALLOWANCE	$150.00	*10022100-54100*	*SUPPLIES*	*$150.00*
					Vendor Total:	*$150.00*
JOHN AGUILAR	TA 11/18/17	TRAVEL ADVANCE	$45.00	*82024414-57100*	*CONFERENCE & TRAINING*	*$45.00*
					Vendor Total:	*$45.00*
KAREN POPLAWSKI	DV110317	INSTRUCTOR	$235.20	*10022850-52100*	*CONTRACTED SERVICES*	*$235.20*
					Vendor Total:	*$235.20*

List of Checks Presented for Approval on 11/9/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
KEVIN BONNER	DV110317	INSTRUCTOR	$591.50	*10022850-52100*	*CONTRACTED SERVICES*	*$591.50*
					Vendor Total:	*$591.50*
LEE MECHANICAL	LMI 313--006	INSPECTION & REPAIRS HYDRO UNI	$5,538.53	*80026330-52100*	*CONTRACTED SERVICES*	*$5,538.53*
	LMI 313-006	INSPECTION & REPAIRS HYDRO UNI	$10,451.03	*80026330-52100*	*CONTRACTED SERVICES*	*$10,451.03*
					Vendor Total:	*$15,989.56*
LORA SMITH	TA 11/14/17	TRAVEL ADVANCE	$15.00	*20513300-57100*	*CONFERENCE & TRAINING*	*$15.00*
					Vendor Total:	*$15.00*
MARY HORGER	TR 10/24-28/17	TRAVEL REIMBURSEMENT	$105.00	*20413500-57100*	*CONFERENCE & TRAINING*	*$105.00*
					Vendor Total:	*$105.00*
MATHESON TRI-GAS INC	16344678	OXYGEN & MISCELLANEOUS AS NEED	$22.41	*90000000-23219*	*PUMPKINFEST*	*$22.41*
	16375259	OXYGEN & MISCELLANEOUS AS NEED	$134.74	*20324100-54100*	*SUPPLIES*	*$134.74*
	16357110	OXYGEN & MISCELLANEOUS AS NEED	$50.95	*80026210-54100*	*SUPPLIES*	*$50.95*
					Vendor Total:	*$208.10*
MATTHEW BLACK	DV110617	SETTLEMENT AGREEMENT	$132,500.00	*20216200-53000*	*CLAIMS SETTLEMENT*	*$132,500.00*
					Vendor Total:	*$132,500.00*
MOTION INDUSTRIES INC	CA23-506548	BEARING, FITTING & MISCELLANEO	$25.65	*84024425-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$25.65*
					Vendor Total:	*$25.65*
NANCY COOLEY	TA 11/14/17	TRAVEL ADVANCE	$15.00	*20513300-57100*	*CONFERENCE & TRAINING*	*$15.00*
					Vendor Total:	*$15.00*
NATHANIEL HAYES	DV110117	INSTRUCTOR	$823.90	*10022850-52100*	*CONTRACTED SERVICES*	*$823.90*
					Vendor Total:	*$823.90*
NETMOTION WIRELESS INC	M001018	MOBILITY MAINTENANCE	$3,468.75	*20620231-52100*	*CONTRACTED SERVICES*	*$3,468.75*
					Vendor Total:	*$3,468.75*
NORTHERN AGGREGATES INC	54999	MISC ROCK & SAND AS NEEDED	$773.15	*82024414-54100*	*SUPPLIES*	*$376.82*
				84024421-54100	*SUPPLIES*	*$396.33*
					Vendor Total:	*$773.15*

List of Checks Presented for Approval on 11/9/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
OCT WATER QUALITY ACADEMY	SF-D 21054	REGISTRATION- GABE QUINONEZ	$350.00	*82024411-57100*	*CONFERENCE & TRAINING*	*$350.00*
					Vendor Total:	*$350.00*
ONE TIME PAY VENDOR	67060-4	ENERGY REBATE	$25.84	*80626500-52135*	*ENERGY CONSERVATION PROGRAM*	*$25.84*
	12148-3	ENERGY REBATE	$100.00	*80626500-52135*	*ENERGY CONSERVATION PROGRAM*	*$100.00*
	118246-8	ENERGY REBATE	$549.99	*80626500-52135*	*ENERGY CONSERVATION PROGRAM*	*$549.99*
	DV101717	PUMPKINFEST VENDOR REFUND	$225.00	*90000000-23220*	*PUMPKINFEST (CC VENDOR PYTS)*	*$225.00*
	115352-7	UTILITY CREDIT	$70.19	*90100000-10421*	*UTILITY RECEIVABLES CLEARING*	*$70.19*
					Vendor Total:	*$971.02*
ONLINE INFORMATION SRVS INC	818558	UTILITY EXCHANGE REPORTING FY	$286.50	*20513300-52100*	*CONTRACTED SERVICES*	*$286.50*
					Vendor Total:	*$286.50*
OPERATING ENGINEER PUBLIC& MISC EMPLOYEES	86138 OCT 17	OCT 17 HEALTH INSURANCE	$1,687.00	*20700000-20524*	*NON-EMPLOYEE HEALTH INS.PREM*	*$1,687.00*
					Vendor Total:	*$1,687.00*
OPERATING ENGINEERS UNION	DV110617	SETTLEMENT AGREEMENT	$7,500.00	*20216200-53000*	*CLAIMS SETTLEMENT*	*$7,500.00*
					Vendor Total:	*$7,500.00*
PACE SUPPLY CORPORATION	CM024192532	MISCELLANEOUS ITEMS AS NEEDED	($26.94)	*82024411-56300*	*BUILDING MAINT. & REPAIR*	*($26.94)*
	024192532	MISCELLANEOUS ITEMS AS NEEDED	$119.76	*82024411-56300*	*BUILDING MAINT. & REPAIR*	*$119.76*
	024194311	MISCELLANEOUS ITEMS AS NEEDED	$29.83	*84024425-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$29.83*
	024194104	MISCELLANEOUS ITEMS AS NEEDED	$38.94	*84024425-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$38.94*
	024192125	MISCELLANEOUS ITEMS AS NEEDED	$60.80	*84024425-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$60.80*
	024192125-1	MISCELLANEOUS ITEMS AS NEEDED	$85.19	*84024425-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$85.19*
	024162817	MISCELLANEOUS ITEMS AS NEEDED	$6.43	*82224413-80230*	*INFRASTRUCTURE*	*$6.43*
	024108079--1	MISCELLANEOUS ITEMS AS NEEDED	$44.57	*82224413-80230*	*INFRASTRUCTURE*	*$44.57*

List of Checks Presented for Approval on 11/9/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
POWER INDUSTRIES INC	744523	PARTS & TOOLS AS NEEDED	$1.50	*84024421-56130*	*EXTERNAL SERVICES*	*$1.50*
	741193	PARTS & TOOLS AS NEEDED	$159.69	*84024421-56130*	*EXTERNAL SERVICES*	*$159.69*
					Vendor Total:	*$1,163.59*
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	DV092817 FY16/17	LEAGAL CONSULTING FY16/17	$2,687.50	*10016100-52100*	*CONTRACTED SERVICES*	*$2,687.50*
	DV092817 DOT	DOT ANNUAL FEE FY16/17	$2,040.92	*10016100-54166*	*HR - DOT TESTING PROGRAM*	*$2,040.92*
	DV102017.1	LIABILITY, PROPERTY, & AUTO DEDUCTIBLES	$31,969.18	*20212400-52522*	*LIABILITY INSURANCE DEDUCT*	*$31,969.18*
	DV092817	SAFETY CONSULTANT ANNUAL FEE	$1,827.11	*20216200-52532*	*SAFETY & TRAINING SUPPORT*	*$1,827.11*
	DV102017	WORKER'S COMP PREMIUM	$75,927.96	*20112400-52525*	*WORKER'S COMP. EXPENSE*	*$75,927.96*
					Vendor Total:	*$114,452.67*
RICHARD M SHOEMAKER	1	PROPERTY RENTAL SEPT/OCT 17	$3,200.00	*10024210-52100*	*CONTRACTED SERVICES*	*$3,200.00*
					Vendor Total:	*$3,200.00*
RINO PACIFIC	CL20438	FUEL AS NEEDED	$104.99	*82024414-56210*	*FUEL & FLUIDS*	*$56.70*
				84024421-56210	*FUEL & FLUIDS*	*$48.29*
					Vendor Total:	*$104.99*
ROBERTSON & ASSOCIATES CPAS	59909	CPA SERVICES	$500.00	*10012400-52100*	*CONTRACTED SERVICES*	*$500.00*
					Vendor Total:	*$500.00*
SCOTT SHAVER	TR 10/24-28/17	TRAVEL REIMBURSEMENT	$105.00	*20913900-57100*	*CONFERENCE & TRAINING*	*$105.00*
					Vendor Total:	*$105.00*
SIERRA CHEMICAL	SLC 10017770	CHLORINE PRODUCTS AS NEEDED	($1,825.00)	*82024411-58202*	*CHEMICALS*	*($1,825.00)*
	SLS 10052725	CHLORINE PRODUCTS AS NEEDED	$1,748.64	*82024411-58202*	*CHEMICALS*	*$1,748.64*
	SLS 10052666	CHLORINE PRODUCTS AS NEEDED	$1,886.72	*82024411-58202*	*CHEMICALS*	*$1,886.72*
					Vendor Total:	*$1,810.36*
SPX TRANSFORMER SOLUTIONS C/O ISBERG & ASSOC	90021311	EQUIPMENT & SUPPLIES AS NEEDED	$767.73	*80100000-80230*	*INFRASTRUCTURE*	*$767.73*
					Vendor Total:	*$767.73*

List of Checks Presented for Approval on 11/9/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
STAPLES CREDIT PLAN	46068	OFFICE SUPPLIES, MISC AS NEEDE	$23.39	*90000000-23219*	*PUMPKINFEST*	*$23.39*
	44345	OFFICE SUPPLIES, MISC AS NEEDE	$24.70	*90000000-23219*	*PUMPKINFEST*	*$24.70*
	18517	OFFICE SUPPLIES, MISC AS NEEDE	$32.51	*90000000-23219*	*PUMPKINFEST*	*$32.51*
	18516	OFFICE SUPPLIES, MISC AS NEEDE	$75.84	*90000000-23219*	*PUMPKINFEST*	*$75.84*
	42897	OFFICE SUPPLIES, MISC AS NEEDE	$154.25	*10013400-54100*	*SUPPLIES*	*$154.25*
	43105	OFFICE SUPPLIES, MISC AS NEEDE	$108.35	*10024210-54100*	*SUPPLIES*	*$108.35*
	46544	OFFICE SUPPLIES, MISC AS NEEDE	$92.11	*20513300-54100*	*SUPPLIES*	*$92.11*
	44397	OFFICE SUPPLIES, MISC AS NEEDE	$96.51	*20913900-54100*	*SUPPLIES*	*$96.51*
	41844	OFFICE SUPPLIES, MISC AS NEEDE	$20.88	*75017110-54100*	*SUPPLIES*	*$20.88*
	46317	OFFICE SUPPLIES, MISC AS NEEDE	$318.94	*77725200-54100*	*SUPPLIES*	*$318.94*
	45129	OFFICE SUPPLIES, MISC AS NEEDE	$283.62	*84024425-54100*	*SUPPLIES*	*$283.62*
					Vendor Total:	*$1,231.10*
STATE WATER RESOURCES CONTROL BOARD	492490	PERMIT FEE FOR APPLICATION ID# 492490	$568.00	*10024220-80230*	*INFRASTRUCTURE*	*$568.00*
					Vendor Total:	*$568.00*
SUSAN SCHMIRL	DV103017	PHOTOVALTIAC REFUND	$276.13	*90100000-10421*	*UTILITY RECEIVABLES CLEARING*	*$276.13*
					Vendor Total:	*$276.13*
UKIAH AUTO PARTS	022893	AUTO & MACHINE PARTS & MATERIA	$30.32	*84024425-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$30.32*
	STMT103117	AUTO & MACHINE PARTS & MATERIA	($5.35)	*20324100-56112*	*EQUIPMENT PARTS FOR RESALE*	*($5.35)*
	023622	AUTO & MACHINE PARTS & MATERIA	$4.22	*20324100-56112*	*EQUIPMENT PARTS FOR RESALE*	*$4.22*
	25734	AUTO & MACHINE PARTS & MATERIA	$7.71	*20324100-56112*	*EQUIPMENT PARTS FOR RESALE*	*$7.71*
	024803	AUTO & MACHINE PARTS & MATERIA	$7.43	*10020210-56130*	*EXTERNAL SERVICES*	*$7.43*
	021520	AUTO & MACHINE PARTS & MATERIA	$7.71	*10020210-56130*	*EXTERNAL SERVICES*	*$7.71*

List of Checks Presented for Approval on 11/9/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
UKIAH AUTO PARTS	025028	AUTO & MACHINE PARTS & MATERIA	$9.92	*10020210-56130*	*EXTERNAL SERVICES*	*$9.92*
	023635	AUTO & MACHINE PARTS & MATERIA	$19.79	*10020210-56130*	*EXTERNAL SERVICES*	*$19.79*
	023671	AUTO & MACHINE PARTS & MATERIA	$19.98	*10020210-56130*	*EXTERNAL SERVICES*	*$19.98*
	025180	AUTO & MACHINE PARTS & MATERIA	$22.74	*10022100-56130*	*EXTERNAL SERVICES*	*$22.74*
	023068	AUTO & MACHINE PARTS & MATERIA	$74.07	*10022100-56130*	*EXTERNAL SERVICES*	*$74.07*
	022436	AUTO & MACHINE PARTS & MATERIA	$211.03	*10022100-56130*	*EXTERNAL SERVICES*	*$211.03*
	022590	AUTO & MACHINE PARTS & MATERIA	$4.29	*10024220-56130*	*EXTERNAL SERVICES*	*$4.29*
	023702	AUTO & MACHINE PARTS & MATERIA	$12.83	*10024220-56130*	*EXTERNAL SERVICES*	*$12.83*
	021914	AUTO & MACHINE PARTS & MATERIA	$13.37	*10024220-56130*	*EXTERNAL SERVICES*	*$13.37*
	025851	AUTO & MACHINE PARTS & MATERIA	$105.39	*72022400-56130*	*EXTERNAL SERVICES*	*$105.39*
	022634	AUTO & MACHINE PARTS & MATERIA	$6.07	*80026400-56130*	*EXTERNAL SERVICES*	*$6.07*
	022469	AUTO & MACHINE PARTS & MATERIA	$17.33	*84024421-56130*	*EXTERNAL SERVICES*	*$17.33*
					Vendor Total:	*$568.85*
UKIAH DAILY JOURNAL	0006027210	CLASSIFIED ADVERTISING	$112.30	*10023100-52100*	*CONTRACTED SERVICES*	*$112.30*
	0006025065	CLASSIFIED ADVERTISING	$113.89	*10023100-52100*	*CONTRACTED SERVICES*	*$113.89*
	0006031641	CLASSIFIED ADVERTISING	$118.66	*10023100-52100*	*CONTRACTED SERVICES*	*$118.66*
	0006031655	CLASSIFIED ADVERTISING	$118.66	*10023100-52100*	*CONTRACTED SERVICES*	*$118.66*
	0006027939	CLASSIFIED ADVERTISING	$187.97	*10023100-52100*	*CONTRACTED SERVICES*	*$187.97*
	0006031721	CLASSIFIED ADVERTISING	$190.16	*10023100-52100*	*CONTRACTED SERVICES*	*$190.16*
	0006025032	CLASSIFIED ADVERTISING	$575.50	*84024420-59101*	*FEES*	*$287.75*
				10016100-54162	*HR - ADVERTISING*	*$287.75*

List of Checks Presented for Approval on 11/9/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
UKIAH DAILY JOURNAL	0006017074	LEGAL NOTICE PUBLICATIONS FY 1	$450.04	*10012500-52150*	*LEGAL SERVICES/EXPENSES*	*$450.04*
					Vendor Total:	*$1,867.18*
UPS	0000E19R54437	SHIPPING CHARGES	$43.27	*80026400-54100*	*SUPPLIES*	*$26.28*
				82024414-54100	*SUPPLIES*	*$16.99*
					Vendor Total:	*$43.27*
USA BLUEBOOK	383275	SUPPLIES AS NEEDED	$323.98	*84024425-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$323.98*
					Vendor Total:	*$323.98*
VERIZON WIRELESS	9794816468	DATA & CELL PHONES	$1,448.32	*80100000-80100*	*MACHINERY & EQUIPMENT*	*$125.49*
				10022100-54100	*SUPPLIES*	*$38.01*
				10022300-54100	*SUPPLIES*	*$38.01*
				10022840-54100	*SUPPLIES*	*$38.01*
				10020210-55100	*TELEPHONE*	*$76.02*
				10023100-55100	*TELEPHONE*	*$38.01*
				10024210-55100	*TELEPHONE*	*$63.35*
				10024220-55100	*TELEPHONE*	*$53.72*
				20913900-55100	*TELEPHONE*	*$385.38*
				70024500-55100	*TELEPHONE*	*$28.51*
				77725200-55100	*TELEPHONE*	*$38.01*
				80026400-55100	*TELEPHONE*	*$152.04*
				82024410-55100	*TELEPHONE*	*$110.86*
				82024411-55100	*TELEPHONE*	*$76.02*
				84024420-55100	*TELEPHONE*	*$72.85*
				84024421-55100	*TELEPHONE*	*$114.03*
					Vendor Total:	*$1,448.32*
VINCENT MORSE	DV110617	PERS ADVANCED DISABILITY PENSION PAYMENT	$2,874.42	*90000000-10410*	*ACCOUNTS RECEIVABLE*	*$1,437.21*
				90000000-10410	*ACCOUNTS RECEIVABLE*	*$1,437.21*
					Vendor Total:	*$2,874.42*

List of Checks Presented for Approval on 11/9/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
WILLOW COUNTY WATER DIST	81154-OCT 17	UTILITIES	$36.58	*84024425-55210*	*UTILITIES*	*$36.58*
					Vendor Total:	*$36.58*
					INVOICE TOTAL:	***$696,254.10***

List of Checks Presented for Approval on 11/16/2017

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

Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AACTION RENTS	305547-2	EQUIPMENT & MACHINERY RENTAL	$1,771.22	*82224413-80230*	*INFRASTRUCTURE*	*$1,771.22*
					Vendor Total:	*$1,771.22*
AFLAC GROUP INSURANCE	A091225700	OCT 2017 AFLAC CRITICAL CARE	$515.72	*20700000-20538*	*AFLAC CRITICAL ILLNSS POLICY*	*$515.72*
					Vendor Total:	*$515.72*
ALICIA TLELO	TA 11/29/17	TRAVEL ADVANCE	$15.00	*20513300-57100*	*CONFERENCE & TRAINING*	*$15.00*
					Vendor Total:	*$15.00*
ALL-GUARD ALARM SYSTEMS INC	A151051	MONTHLY MONITORING AT WWTP	$76.90	*84024425-52100*	*CONTRACTED SERVICES*	*$76.90*
					Vendor Total:	*$76.90*
ALLEN JAMES	DV111317	INSTRUCTOR	$524.00	*10022850-52100*	*CONTRACTED SERVICES*	*$524.00*
					Vendor Total:	*$524.00*
ALPHA ANALYTICAL LABORATORIES INC	7102922-UKIAHSTP	MONTHLY ANALYSIS FOR NPDES PER	$193.00	*84024425-52100*	*CONTRACTED SERVICES*	*$193.00*
	7102826-UKIAHSTP	MONTHLY ANALYSIS FOR NPDES PER	$679.00	*84024425-52100*	*CONTRACTED SERVICES*	*$679.00*
					Vendor Total:	*$872.00*
ALSCO-AMERICAN LINEN DIVISION	LSRO1026531	LAUNDRY SERVICE	$248.10	*20324100-52100*	*CONTRACTED SERVICES*	*$248.10*
					Vendor Total:	*$248.10*
ALTEC INDUSTRIES INC	10842138	PARTS & MATERIALS AS NEEDED	$238.53	*10022100-56130*	*EXTERNAL SERVICES*	*$119.27*
				10024220-56130	*EXTERNAL SERVICES*	*$119.26*
					Vendor Total:	*$238.53*
AMADOU CAMARA	DV110717	INSTRUCTOR	$298.20	*10022850-52100*	*CONTRACTED SERVICES*	*$298.20*
					Vendor Total:	*$298.20*
AMAZON CAPITAL SERVICES	1FRW-6TH9-4D3N	MISCELLANEOUS SUPPLIES AS NEED	$8.24	*90000000-23252*	*DISTRICT USE TAX-LIBRARIES*	*($0.01)*

List of Checks Presented for Approval on 11/16/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AMAZON CAPITAL SERVICES	1FRW-6TH9-4D3N	MISCELLANEOUS SUPPLIES AS NEED	$8.24	*90000000-23237*	*DISTRICT USE TAX-MEASURE S*	*($0.05)*
				90000000-23028	*MEASURE Y DISTRICT TAX*	*($0.05)*
				90000000-23013	*STATE USE TAX LIABILITY*	*($0.60)*
				10013400-54100	*SUPPLIES*	*$0.71*
				10013400-54100	*SUPPLIES*	*$8.24*
					Vendor Total:	*$8.24*
AMERICAN WATER WORKS ASSOCIATION	7001425918	ANNUAL DUES	$2,095.00	*82024411-57300*	*MEMBERSHIPS & SUBSCRIPTIONS*	*$2,095.00*
					Vendor Total:	*$2,095.00*
ANDREW STRICKLIN	TR 10/31-11/2/17	TRAVEL REIMBURSEMENT	$618.77	*10024210-57100*	*CONFERENCE & TRAINING*	*$618.77*
					Vendor Total:	*$618.77*
AT&T	OCT 17	INTERNET SERVICES	$84.00	*77725200-55100*	*TELEPHONE*	*$84.00*
	NOV 17	CREDIT CARD TERMINAL	$101.49	*77725200-55100*	*TELEPHONE*	*$101.49*
					Vendor Total:	*$185.49*
BLACK OAK COFFEE ROASTERS	9284	MISC COFFEE SUPPLIES AS NEEDED	$45.00	*73022600-54100*	*SUPPLIES*	*$45.00*
	9352	MISC COFFEE SUPPLIES AS NEEDED	$45.00	*73022600-54100*	*SUPPLIES*	*$45.00*
					Vendor Total:	*$90.00*
BNY WESTERN TRUST CO	DV102017.1	SEMI-ANNUAL LOAN & INTEREST-UKIAHRDA11A	$92,481.25	*96695604-70102*	*BOND INTEREST PAYMENTS*	*$77,481.25*
				96695604-70202	*BOND PRINCIPAL PAYMENTS*	*$15,000.00*
	DV102017	SEMI-ANNUAL LOAN & INTEREST - UKIAHRDA07	$402,355.00	*96695604-70102*	*BOND INTEREST PAYMENTS*	*$62,355.00*
				96695604-70202	*BOND PRINCIPAL PAYMENTS*	*$340,000.00*
					Vendor Total:	*$494,836.25*
BUSINESS CARD	01097	ECONOMIC DEVELOPMENT CREDIT CA	$29.00	*75012700-52515*	*ADVERTISING & PUBLICATION*	*$29.00*
	00463	FINANCE CREDIT CARD, MISC. PUR	$135.00	*10013400-57100*	*CONFERENCE & TRAINING*	*$135.00*
	00020	HR/RISK MGMT CREDIT CARD, MISC	$320.00	*10016100-57100*	*CONFERENCE & TRAINING*	*$320.00*
	99934	POLICE CREDIT CARD, MISC. PURC	($60.00)	*10020210-57100*	*CONFERENCE & TRAINING*	*($60.00)*

List of Checks Presented for Approval on 11/16/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BUSINESS CARD	SF-D20977	POLICE CREDIT CARD, MISC. PURC	$1,530.00	*10020210-57100*	*CONFERENCE & TRAINING*	*$1,530.00*
	SF-D 20965	POLICE CREDIT CARD, MISC. PURC	$34.99	*10020214-57100*	*CONFERENCE & TRAINING*	*$34.99*
	SF-D 20972	POLICE CREDIT CARD, MISC. PURC	$51.98	*90000000-23252*	*DISTRICT USE TAX-LIBRARIES*	*($0.06)*
				90000000-23237	*DISTRICT USE TAX-MEASURE S*	*($0.24)*
				90000000-23028	*MEASURE Y DISTRICT TAX*	*($0.24)*
				90000000-23013	*STATE USE TAX LIABILITY*	*($3.41)*
				10020210-54100	*SUPPLIES*	*$3.95*
				10020210-54100	*SUPPLIES*	*$51.98*
	SF-D 20974	POLICE CREDIT CARD, MISC. PURC	$135.75	*90000000-23252*	*DISTRICT USE TAX-LIBRARIES*	*($0.15)*
				90000000-23237	*DISTRICT USE TAX-MEASURE S*	*($0.60)*
				90000000-23028	*MEASURE Y DISTRICT TAX*	*($0.60)*
				90000000-23013	*STATE USE TAX LIABILITY*	*($8.69)*
				63020210-54100	*SUPPLIES*	*$10.04*
				63020210-54100	*SUPPLIES*	*$135.75*
	61234	FINANCE CREDIT CARD, MISC. PUR	$69.99	*10013400-57300*	*MEMBERSHIPS & SUBSCRIPTIONS*	*$69.99*
	89993	POLICE CREDIT CARD, MISC. PURC	$34.16	*10020210-57300*	*MEMBERSHIPS & SUBSCRIPTIONS*	*$34.16*
	78050	CITY MGR DEPARTMENT CREDIT CAR	$69.80	*10012100-54100*	*SUPPLIES*	*$69.80*
	56018	CITY MGR DEPARTMENT CREDIT CAR	$173.40	*10012100-54100*	*SUPPLIES*	*$173.40*
	43790	ECONOMIC DEVELOPMENT CREDIT CA	$30.00	*10012200-54100*	*SUPPLIES*	*$30.00*
	20794	ECONOMIC DEVELOPMENT CREDIT CA	$50.00	*10012200-54100*	*SUPPLIES*	*$50.00*
	26974	FINANCE CREDIT CARD, MISC. PUR	$53.71	*10013400-54100*	*SUPPLIES*	*$53.71*
	98158	POLICE CREDIT CARD, MISC. PURC	($51.98)	*10020210-54100*	*SUPPLIES*	*($51.98)*
	27770	POLICE CREDIT CARD, MISC. PURC	($42.00)	*10020210-54100*	*SUPPLIES*	*($42.00)*

List of Checks Presented for Approval on 11/16/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BUSINESS CARD	71991	POLICE CREDIT CARD, MISC. PURC	$65.18	*10020210-54100*	*SUPPLIES*	*$65.18*
	SF-D 20973	POLICE CREDIT CARD, MISC. PURC	$103.97	*10020210-54100*	*SUPPLIES*	*$103.97*
	01379	ECONOMIC DEVELOPMENT CREDIT CA	$235.68	*75012700-54100*	*SUPPLIES*	*$235.68*
					Vendor Total:	*$2,968.63*
CA PEACE OFFICERS ASSOC	82940	ANNUAL PREMIUM	$540.00	*10020210-57300*	*MEMBERSHIPS & SUBSCRIPTIONS*	*$540.00*
					Vendor Total:	*$540.00*
CANTEEN SERVICE	10230	MISCELLANEOUS SUPPLIES AS NEED	$78.45	*10012200-54100*	*SUPPLIES*	*$78.45*
					Vendor Total:	*$78.45*
CHEM DRY	17493	CARPET CLEANING SVCS	$1,125.00	*20822500-56300*	*BUILDING MAINT. & REPAIR*	*$1,125.00*
					Vendor Total:	*$1,125.00*
CHEVRON AND TEXACO BUSINESS CARD SVCS	51797529	FUEL AS NEEDED UPD	$327.39	*10020210-56210*	*FUEL & FLUIDS*	*$327.39*
					Vendor Total:	*$327.39*
CINDY SAUERS	TR 10/29-30/17	TRAVEL REIMBURSEMENT	$158.81	*80026400-57100*	*CONFERENCE & TRAINING*	*$158.81*
					Vendor Total:	*$158.81*
CLARK PEST CONTROL	20788171	PEST CONTROL SVCS	$92.00	*80026210-52100*	*CONTRACTED SERVICES*	*$92.00*
	20459664	PEST CONTROL SVCS	$74.00	*80026220-52100*	*CONTRACTED SERVICES*	*$74.00*
	20772625	PEST CONTROL SVCS	$74.00	*80026220-52100*	*CONTRACTED SERVICES*	*$74.00*
					Vendor Total:	*$240.00*
CODE PUBLISHING COMPANY	58192	CODIFICATION SERVICES AS PER A	$64.35	*10012500-52100*	*CONTRACTED SERVICES*	*$64.35*
					Vendor Total:	*$64.35*
COTTIE LOUISE MORRISON	DV 11/09/17	INSTRUCTOR	$33.60	*10022850-52100*	*CONTRACTED SERVICES*	*$33.60*
					Vendor Total:	*$33.60*
CWEA	DV110317	TECHNICAL CERTIFICATION	$165.00	*84024425-57100*	*CONFERENCE & TRAINING*	*$165.00*
					Vendor Total:	*$165.00*
DARYL KAPPIS	DV111317	INSTRUCTOR	$3,102.40	*10022850-52100*	*CONTRACTED SERVICES*	*$3,102.40*
					Vendor Total:	*$3,102.40*

List of Checks Presented for Approval on 11/16/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
DC ELECTRIC GROUP INC	29035	ANNUAL RENTAL OF TEMPORARY VID	$600.00	*10024214-52100*	*CONTRACTED SERVICES*	*$600.00*
					Vendor Total:	*$600.00*
DELL MARKETING LP	10197608012	COMPUTER HARDWARE AND PERIPHER	$6,094.40	*80126100-54330*	*COMPUTER AND TECHNOLOGY*	*$6,094.40*
	10197844500	DELL 27 MONITOR	$620.39	*10013400-54100*	*SUPPLIES*	*$620.39*
					Vendor Total:	*$6,714.79*
DEPARTMENT OF JUSTICE	269980	CHEM/TEST REPORT CRIMINAL INVE	$1,295.00	*10020210-52100*	*CONTRACTED SERVICES*	*$1,295.00*
	265597	CHEM/TEST REPORT CRIMINAL INVE	$407.00	*10020000-44420*	*FINGERPRINT FEES*	*$407.00*
					Vendor Total:	*$1,702.00*
DEPT OF CONSUMER AFFAIRS	L 7180	LICENSE RENEWAL	$115.00	*10024210-57300*	*MEMBERSHIPS & SUBSCRIPTIONS*	*$115.00*
					Vendor Total:	*$115.00*
DETROIT INDUSTRIAL TOOL	555295	SUPPLIES AS NEEDED	$376.58	*90000000-23252*	*DISTRICT USE TAX-LIBRARIES*	*($0.42)*
				90000000-23237	*DISTRICT USE TAX-MEASURE S*	*($1.67)*
				90000000-23028	*MEASURE Y DISTRICT TAX*	*($1.67)*
				84024421-54100	*SUPPLIES*	*$3.76*
				84024421-54100	*SUPPLIES*	*$376.58*
					Vendor Total:	*$376.58*
DUDEK	20173419	RECIRCULATE THE EIR ENERGY ANA	$97.50	*10023100-52100*	*CONTRACTED SERVICES*	*$97.50*
					Vendor Total:	*$97.50*
E & M ELECTRIC & MACHINERY, INC	310187	RECONDITION GE 40HP 1185RPM 46	$2,110.07	*84024425-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$2,110.07*
					Vendor Total:	*$2,110.07*
EBA ENGINEERING	31767	TASK 2B -- THIRD QTR 2017 DETE	$6,885.00	*70024500-52100*	*CONTRACTED SERVICES*	*$6,885.00*
					Vendor Total:	*$6,885.00*
EDDIE'S COCINA	DV100717	PUMPKINFEST MEAL VOUCHERS	$167.00	*90000000-23219*	*PUMPKINFEST*	*$167.00*
					Vendor Total:	*$167.00*
EDWARD BACON COMPANY INC	29059	SUPPLIES AS NEEDED	$50.53	*84024421-56130*	*EXTERNAL SERVICES*	*$50.53*

List of Checks Presented for Approval on 11/16/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
EDWARD BACON COMPANY INC	29080	SUPPLIES AS NEEDED	$151.28	*84024421-56130*	*EXTERNAL SERVICES*	*$151.28*
					Vendor Total:	*$201.81*
EFAX CORPORATE	991210	EFAX SERVICES	$145.90	*10012200-55100*	*TELEPHONE*	*$145.90*
					Vendor Total:	*$145.90*
EPIC AVIATION LLC	7027701	JET A FUEL	$7,669.08	*77725200-58401*	*AVIATION FUEL*	*$7,669.08*
					Vendor Total:	*$7,669.08*
EUREKA OXYGEN CO	439204	EQUIPMENT MAINTENANCE	$67.00	*90000000-23219*	*PUMPKINFEST*	*$67.00*
	U 150165	EQUIPMENT MAINTENANCE	$59.79	*20324100-54100*	*SUPPLIES*	*$59.79*
	U 150032	EQUIPMENT AS NEEDED	$287.77	*20324100-54100*	*SUPPLIES*	*$287.77*
					Vendor Total:	*$414.56*
EVERGREEN JOB & SAFETY TRAINING INC	685	EDUCATIONAL/TRAINING SERVICES	$964.79	*20526430-57100*	*CONFERENCE & TRAINING*	*$964.79*
	675	EDUCATIONAL/TRAINING SERVICES	$2,109.12	*80026110-52100*	*CONTRACTED SERVICES*	*$1,054.56*
				80026120-52100	*CONTRACTED SERVICES*	*$1,054.56*
	684	EDUCATIONAL/TRAINING SERVICES	$2,109.12	*80026110-52100*	*CONTRACTED SERVICES*	*$1,054.56*
				80026120-52100	*CONTRACTED SERVICES*	*$1,054.56*
	698	EDUCATIONAL/TRAINING SERVICES	$2,109.12	*80026110-52100*	*CONTRACTED SERVICES*	*$1,054.56*
				80026120-52100	*CONTRACTED SERVICES*	*$1,054.56*
					Vendor Total:	*$7,292.15*
EVOQUA WATER TECHNOLOGIES LLC	903250042	SUPPLIES AS NEEDED	$1,018.73	*84024425-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$1,018.73*
					Vendor Total:	*$1,018.73*
FASTENAL	CAUKA28468	MISC SUPPLIES AS NEEDED	$14.77	*84024425-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$14.77*
	CAUKA28452	MISC SUPPLIES AS NEEDED	$20.55	*84024425-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$20.55*
	CAUKA28391	MISC SUPPLIES AS NEEDED	$414.96	*84024425-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$414.96*
					Vendor Total:	*$450.28*

List of Checks Presented for Approval on 11/16/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FILETRAIL	2017-0740	HOSTED FILE MANAGMENT SYSTEM	$489.00	*10012500-52100*	*CONTRACTED SERVICES*	*$489.00*
					Vendor Total:	*$489.00*
FISHMAN SUPPLY CO	1104055	PAPER	$1,148.78	*10012200-54100*	*SUPPLIES*	*$1,148.78*
					Vendor Total:	*$1,148.78*
FLEETPRIDE	88570440	MISC PARTS & MATERIALS AS NEED	$85.22	*90000000-23237*	*DISTRICT USE TAX-MEASURE S*	*($0.40)*
				10024220-56130	*EXTERNAL SERVICES*	*$0.80*
				10024220-56130	*EXTERNAL SERVICES*	*$85.22*
				90000000-23028	*MEASURE Y DISTRICT TAX*	*($0.40)*
					Vendor Total:	*$85.22*
GARTON TRACTOR INC	CU33032	PARTS AS NEEDED	$88.04	*10024220-56130*	*EXTERNAL SERVICES*	*$88.04*
					Vendor Total:	*$88.04*
GCR TIRES & SERVICES	851-39674	TIRES, TUBES, REPAIRS & LABOR	$347.73	*10020210-56130*	*EXTERNAL SERVICES*	*$347.73*
	851-39456	TIRES, TUBES, REPAIRS & LABOR	$499.35	*10020210-56130*	*EXTERNAL SERVICES*	*$499.35*
	851-39477	TIRES, TUBES, REPAIRS & LABOR	$548.42	*10020210-56130*	*EXTERNAL SERVICES*	*$548.42*
	851-39589	TIRES, TUBES, REPAIRS & LABOR	$798.19	*10021210-56130*	*EXTERNAL SERVICES*	*$798.19*
	851-39575	TIRES, TUBES, REPAIRS & LABOR	$308.69	*10022100-56130*	*EXTERNAL SERVICES*	*$308.69*
	851-39474	TIRES, TUBES, REPAIRS & LABOR	$792.12	*10024220-56130*	*EXTERNAL SERVICES*	*$792.12*
	851-39761	TIRES, TUBES, REPAIRS & LABOR	$426.61	*80026400-56130*	*EXTERNAL SERVICES*	*$426.61*
	851-39482	TIRES, TUBES, REPAIRS & LABOR	$674.06	*80026400-56130*	*EXTERNAL SERVICES*	*$674.06*
					Vendor Total:	*$4,395.17*
GEARY, SHEA, O'DONNELL, GRATTAN, & MITCHELL	43375	TRIAL COUNSEL IN UVSD VS. COU	$71,880.08	*84424422-52100*	*CONTRACTED SERVICES*	*$71,880.08*
					Vendor Total:	*$71,880.08*
GI JOES ARMY-NAVY	136475	MISCELLANEOUS ITEMS AS NEEDED	$163.65	*82024410-54100*	*SUPPLIES*	*$81.82*

List of Checks Presented for Approval on 11/16/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
GI JOES ARMY-NAVY	136475	MISCELLANEOUS ITEMS AS NEEDED	$163.65	*84024420-54100*	*SUPPLIES*	*$81.83*
					Vendor Total:	*$163.65*
GRANICUS INC	90384	SOFTWARE & SERVICES AGREEMENT	$453.29	*10012500-52100*	*CONTRACTED SERVICES*	*$453.29*
					Vendor Total:	*$453.29*
GRANITE CONSTRUCTION COMPANY	1276861	MISC ROCK & ROAD PATCH MATERIA	$134.10	*82224413-80230*	*INFRASTRUCTURE*	*$134.10*
	1279800	MISC ROCK & ROAD PATCH MATERIA	$298.34	*82224413-80230*	*INFRASTRUCTURE*	*$149.32*
				82024414-54100	*SUPPLIES*	*$149.02*
	1276645	MISC ROCK & ROAD PATCH MATERIA	$429.72	*82224413-80230*	*INFRASTRUCTURE*	*$429.72*
	1271779	MISC ROCK & ROAD PATCH MATERIA	$533.57	*82224413-80230*	*INFRASTRUCTURE*	*$94.34*
				82024414-54100	*SUPPLIES*	*$439.23*
	1279879	MISC ROCK & ROAD PATCH MATERIA	$1,998.22	*82224413-80230*	*INFRASTRUCTURE*	*$1,998.22*
	1226758	MISC ROCK & ROAD PATCH MATERIA	$176.48	*82024414-54100*	*SUPPLIES*	*$87.49*
				84024421-54100	*SUPPLIES*	*$88.99*
	1271762	MISC ROCK & ROAD PATCH MATERIA	$688.78	*82024414-54100*	*SUPPLIES*	*$291.53*
				84024421-54100	*SUPPLIES*	*$397.25*
	1274670	MISC ROCK & ROAD PATCH MATERIA	$454.41	*84024421-54100*	*SUPPLIES*	*$454.41*
					Vendor Total:	*$4,713.62*
GRICE INDUSTRIES INC	G2289	SUPPLIES AS NEEDED	$452.00	*90000000-23252*	*DISTRICT USE TAX-LIBRARIES*	*($0.53)*
				90000000-23237	*DISTRICT USE TAX-MEASURE S*	*($2.10)*
				90000000-23028	*MEASURE Y DISTRICT TAX*	*($2.10)*
				90000000-23013	*STATE USE TAX LIABILITY*	*($30.45)*
				82024414-54100	*SUPPLIES*	*$35.18*
				82024414-54100	*SUPPLIES*	*$452.00*
					Vendor Total:	*$452.00*

List of Checks Presented for Approval on 11/16/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
HART'S AUTO SUPPLY	37238	PARTS AS NEEDED	$188.83	*10020210-56130*	*EXTERNAL SERVICES*	*$188.83*
					Vendor Total:	*$188.83*
INFOSEND INC	127284	PUMKINFEST	$80.00	*90000000-23219*	*PUMPKINFEST*	*$80.00*
					Vendor Total:	*$80.00*
INTERCOUNTY MECHANICAL & ELECTRICAL INC	6150	REPAIR AIR COMPRESSION	$275.00	*84024425-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$275.00*
					Vendor Total:	*$275.00*
INTERSTATE BATTERIES	380030158	BATTERIES	$722.37	*10020210-56130*	*EXTERNAL SERVICES*	*$180.57*
				80026400-56130	*EXTERNAL SERVICES*	*$180.60*
				80026400-56130	*EXTERNAL SERVICES*	*$180.60*
				84024425-56130	*EXTERNAL SERVICES*	*$180.60*
	20270	BATTERIES	$312.25	*10021210-56130*	*EXTERNAL SERVICES*	*$30.35*
				84024421-56130	*EXTERNAL SERVICES*	*$281.90*
					Vendor Total:	*$1,034.62*
J & M LOCK	34314	DUPLICATE KEYS, REPAIRS & MISC	$4.88	*20822500-56300*	*BUILDING MAINT. & REPAIR*	*$4.88*
					Vendor Total:	*$4.88*
JENDI COURSEY COMMUNICATIONS	1436	PERFORMANCE AND SERVICE REVIEW	$1,000.00	*63020210-52100*	*CONTRACTED SERVICES*	*$1,000.00*
					Vendor Total:	*$1,000.00*
JOAN KELLY	DV 110617	BOOT ALLOWANCE	$140.89	*84024425-54100*	*SUPPLIES*	*$140.89*
					Vendor Total:	*$140.89*
JOANNE WALTS	DV111317	REIMBURSEMENT CERTIFICATE	$85.00	*84024425-57100*	*CONFERENCE & TRAINING*	*$85.00*
					Vendor Total:	*$85.00*
JOHN HAMNER	DV110817	REGISTRATION	$150.00	*82024411-57100*	*CONFERENCE & TRAINING*	*$150.00*
					Vendor Total:	*$150.00*
JOHN'S LOCK & SAFE	5402	MISC LOCK & KEYSERVICES AS NEE	$30.00	*10020210-56130*	*EXTERNAL SERVICES*	*$30.00*
					Vendor Total:	*$30.00*
KELLY-MOORE PAINT COMPANY INC	910-00000273066	GRINDER SUPPLIES	$283.42	*10024220-56130*	*EXTERNAL SERVICES*	*$283.42*
	910-00000272502	GRINDER SUPPLIES	$2,571.32	*10024220-56130*	*EXTERNAL SERVICES*	*$2,571.32*

List of Checks Presented for Approval on 11/16/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
KELLY-MOORE PAINT COMPANY INC	910-00000272704	MISCELLANEOUS PURCHASES AS REQ	$32.75	*69122700-54100*	*SUPPLIES*	*$32.75*
	910-00000272172	MISCELLANEOUS PURCHASES AS REQ	$65.50	*69122700-54100*	*SUPPLIES*	*$65.50*
	910-00000271776	MISCELLANEOUS PURCHASES AS REQ	$98.25	*69122700-54100*	*SUPPLIES*	*$98.25*
					Vendor Total:	*$3,051.24*
KEN FOWLER MOTORS INC	12842	MISC AUTOMOTIVE PARTS AS NEEDE	$42.96	*10020210-56130*	*EXTERNAL SERVICES*	*$42.96*
	12841	MISC AUTOMOTIVE PARTS AS NEEDE	$93.38	*10020210-56130*	*EXTERNAL SERVICES*	*$93.38*
	12931	MISC AUTOMOTIVE PARTS AS NEEDE	$34.88	*10021210-56130*	*EXTERNAL SERVICES*	*$34.88*
					Vendor Total:	*$171.22*
KOMLINE-SANDERSON	42036965	PART#0390210 BELT SENSOR AIR L	$2,177.88	*90000000-23237*	*DISTRICT USE TAX-MEASURE S*	*($2.35)*
				84024425-56120	*EQUIPMENT MAINTENANCE & REPAIR*	*$4.70*
				84024425-56120	*EQUIPMENT MAINTENANCE & REPAIR*	*$2,177.88*
				90000000-23028	*MEASURE Y DISTRICT TAX*	*($2.35)*
					Vendor Total:	*$2,177.88*
L & M DISTRIBUTION	303190	SUPPLIES AS NEEDED	$281.06	*90000000-23028*	*MEASURE Y DISTRICT TAX*	*($1.11)*
				10022100-54100	*SUPPLIES*	*$1.11*
				10022100-54100	*SUPPLIES*	*$281.06*
					Vendor Total:	*$281.06*
LEGAL SHIELD	38295 NOV 17	PREPAID LEGAL SERVICE	$51.80	*20700000-20526*	*PREPAID LEGAL - AFLAC*	*$51.80*
					Vendor Total:	*$51.80*
LES SCHWAB TIRE CENTER	64000332798	MISCELLANEOUS TIRE SERVICES AS	$99.50	*10020210-56130*	*EXTERNAL SERVICES*	*$99.50*
	64000333023	MISCELLANEOUS TIRE SERVICES AS	$63.03	*77725200-56130*	*EXTERNAL SERVICES*	*$63.03*
					Vendor Total:	*$162.53*
LEXIS NEXIS RISK SOLUTIONS	1410964-20171031	LEXIS NEXIS LE PLUS SEARCHING	$70.90	*10020210-54202*	*MAJOR CRIME INVETIGATIONS*	*$70.90*
					Vendor Total:	*$70.90*

List of Checks Presented for Approval on 11/16/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
LINCOLN AQUATICS	ew000229	PARTS AS NEEDED	$682.86	*10022300-54100*	*SUPPLIES*	*$682.86*
					Vendor Total:	*$682.86*
LINDA CHANCE JOHNSTON	DV111317	INSTRUCTOR	$117.60	*10022850-52100*	*CONTRACTED SERVICES*	*$117.60*
					Vendor Total:	*$117.60*
LORI MARTIN	TA 11/29/17	TRAVEL ADVANCE	$15.00	*20513300-57100*	*CONFERENCE & TRAINING*	*$15.00*
	TR 10/24-28/17	TRAVEL REIMBURSEMENT	$105.00	*20513300-57100*	*CONFERENCE & TRAINING*	*$105.00*
					Vendor Total:	*$120.00*
MARIANNE DAVISON	111317	REIMBURSEMENT SUPPLIES	$16.26	*90000000-23219*	*PUMPKINFEST*	*$16.26*
					Vendor Total:	*$16.26*
MATHESON TRI-GAS INC	16475077	OXYGEN & MISCELLANEOUS AS NEED	$100.45	*84024425-80230*	*INFRASTRUCTURE*	*$100.45*
	16415989	OXYGEN & MISCELLANEOUS AS NEED	$37.93	*80026210-54100*	*SUPPLIES*	*$37.93*
	16493416	OXYGEN & MISCELLANEOUS AS NEED	$175.81	*84024421-54100*	*SUPPLIES*	*$175.81*
					Vendor Total:	*$314.19*
MAVERICK ENTERPRISES INC	DV110817	ROOM RENTAL REFUND	$500.00	*73000000-10410*	*ACCOUNTS RECEIVABLE*	*$500.00*
					Vendor Total:	*$500.00*
MENDOCINO ANIMAL HOSPITAL	174471	VETERINARY SERVICES	$232.26	*10020210-54100*	*SUPPLIES*	*$232.26*
					Vendor Total:	*$232.26*
NATIONAL METER & AUTOMATION	S1090719.001	WATER SUPPLY, GROUNDWATER, SEW	$1,797.41	*82224413-80100*	*MACHINERY & EQUIPMENT*	*$1,797.41*
	S1090941.001	WATER SUPPLY, GROUNDWATER, SEW	$2,173.13	*82224413-80100*	*MACHINERY & EQUIPMENT*	*$2,173.13*
					Vendor Total:	*$3,970.54*
NATIONAL NOTARY ASSOCIATION	1050874	NOTARY PUBLIC REGISTRATION-L LIMBIRD	$516.60	*10024210-57100*	*CONFERENCE & TRAINING*	*$172.20*
				82024410-57100	*CONFERENCE & TRAINING*	*$172.20*
				84024420-57100	*CONFERENCE & TRAINING*	*$172.20*
					Vendor Total:	*$516.60*
NAYELY GARCIA-FELIX	TA 12/8/17	TRAVEL ADVANCE	$15.00	*10020210-57100*	*CONFERENCE & TRAINING*	*$15.00*
					Vendor Total:	*$15.00*

List of Checks Presented for Approval on 11/16/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
NCPA	006102-1117021	NCPA NOV-17	$657,325.00	*80026300-58104*	*NCPA MANAGEMENT SERVICES*	*$51,440.00*
				80026300-58101	*NCPA PLANT GENERATION*	*$39,165.00*
				80026300-58102	*NCPA POWER PURCHASES*	*$471,688.00*
				80026300-58105	*NCPA THIRD PARTY SALES*	*($60,408.00)*
				80026300-58103	*NCPA TRANSMISSION*	*$155,440.00*
					Vendor Total:	*$657,325.00*
NHA ADVISORS LLC	UKI-01-090517	FINANCIAL ADVISORY SERVICES	$1,956.25	*10013400-52100*	*CONTRACTED SERVICES*	*$1,956.25*
					Vendor Total:	*$1,956.25*
OFFICE DEPOT	975376158001	OFFICE SUPPLIES, MISCELLANEOUS	$14.50	*10016100-54160*	*HR - CITY LIABILITY & CONTRACT*	*$14.50*
	975376386001	OFFICE SUPPLIES, MISCELLANEOUS	$140.81	*10016100-54160*	*HR - CITY LIABILITY & CONTRACT*	*$36.96*
				10024210-54100	*SUPPLIES*	*$103.85*
	974809587001	OFFICE SUPPLIES, MISCELLANEOUS	$384.95	*10012100-54100*	*SUPPLIES*	*$32.50*
				10012200-54100	*SUPPLIES*	*$352.45*
	969099117001	OFFICE SUPPLIES, MISCELLANEOUS	$44.43	*10012200-54100*	*SUPPLIES*	*$44.43*
	971083445001	OFFICE SUPPLIES, MISCELLANEOUS	$5.08	*10020210-54100*	*SUPPLIES*	*$5.08*
	972925775001	OFFICE SUPPLIES, MISCELLANEOUS	$7.97	*10020210-54100*	*SUPPLIES*	*$7.97*
	973672176001	OFFICE SUPPLIES, MISCELLANEOUS	$16.84	*10020210-54100*	*SUPPLIES*	*$16.84*
	973670711001	OFFICE SUPPLIES, MISCELLANEOUS	$21.59	*10020210-54100*	*SUPPLIES*	*$21.59*
	972925876001	OFFICE SUPPLIES, MISCELLANEOUS	$42.37	*10020210-54100*	*SUPPLIES*	*$42.37*
	971083877001	OFFICE SUPPLIES, MISCELLANEOUS	$89.75	*10020210-54100*	*SUPPLIES*	*$89.75*
	974821268001	OFFICE SUPPLIES, MISCELLANEOUS	$271.31	*10020210-54100*	*SUPPLIES*	*$271.31*
	973926173001	OFFICE SUPPLIES, MISCELLANEOUS	$64.05	*10024210-54100*	*SUPPLIES*	*$64.05*

List of Checks Presented for Approval on 11/16/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
OFFICE DEPOT	970783862001	OFFICE SUPPLIES, MISCELLANEOUS	$269.23	*10024210-54100*	*SUPPLIES*	*$269.23*
	972853144001	OFFICE SUPPLIES, MISCELLANEOUS	$405.14	*20513300-54100*	*SUPPLIES*	*$405.14*
					Vendor Total:	*$1,778.02*
ONE TIME PAY VENDOR	DV111517	BLDG PERMIT REFUND	$180.00	*10023300-42210*	*BUILDING PERMITS*	*$180.00*
	DV110617	BUILDING PERMIT REFUND	$853.17	*10023300-42210*	*BUILDING PERMITS*	*$482.40*
				90000000-23027	*BUILDING STDS ADMIN SPEC FD*	*$3.60*
				10023300-42220	*ELECTRICAL PERMITS*	*$64.84*
				90000000-23234	*GENERAL PLAN UPDATE FEES*	*$174.82*
				10023300-42230	*PLUMBING PERMITS*	*$56.44*
				90000000-23005	*STRONG MOTION INSTR. PROG.*	*$4.40*
				10023300-42212	*TECH & RECORDS SURCHARGE*	*$28.76*
				10023300-42211	*TRAIN & CERTIFICATION SURCHRG*	*$37.91*
	DV110817.1	SOFTBALL COMPLEX REFUND	$1,300.00	*10022100-46360*	*PARKS RENTAL*	*$1,300.00*
	DV110817	RECREATION CLASS REFUND	$51.00	*10022831-44915*	*RECREATION PROGRAM INCOME*	*$51.00*
	DV110817.2	RECREATION REFUND	$55.25	*10022831-44915*	*RECREATION PROGRAM INCOME*	*$55.25*
	113764-5	UTILITY REFUND	$577.92	*90100000-10421*	*UTILITY RECEIVABLES CLEARING*	*$577.92*
					Vendor Total:	*$3,017.34*
ONESOURCE DISTRIBUTORS LLC	S5275105.002	SUPPLIES AS NEEDED	$354.60	*80000000-12104*	*INVENTORY - PURCHASES*	*$354.60*
	S5496601.003	SUPPLIES AS NEEDED	$620.28	*80000000-12104*	*INVENTORY - PURCHASES*	*$2.88*
				80000000-12104	*INVENTORY - PURCHASES*	*$620.28*
				90000000-23028	*MEASURE Y DISTRICT TAX*	*($2.88)*
	S5663619.001	SUPPLIES AS NEEDED	$910.35	*80000000-12104*	*INVENTORY - PURCHASES*	*$910.35*
	S5573869.005	ELECTRICAL EQUIPMENT AND SUPPL	$1,064.07	*80000000-12104*	*INVENTORY - PURCHASES*	*$1,064.07*
	S5571182.004	ELECTRICAL EQUIPMENT AND SUPPL	$178.60	*80026110-54100*	*SUPPLIES*	*$178.60*

List of Checks Presented for Approval on 11/16/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ONESOURCE DISTRIBUTORS LLC	S5628415.001	ELECTRICAL EQUIPMENT AND SUPPL	$283.08	*80026110-54100*	*SUPPLIES*	*$283.08*
	S5628415.002	ELECTRICAL EQUIPMENT AND SUPPL	$702.60	*80026110-54100*	*SUPPLIES*	*$702.60*
	S5591155.001	SUPPLIES AS NEEDED	$170.15	*80026120-54100*	*SUPPLIES*	*$170.15*
					Vendor Total:	*$4,283.73*
OPERATING ENGINEERS UNION	1711-1	NOV 17 PW UNION DUES	$840.00	*20700000-20509*	*P/R DEDUCT.-UNION DUES*	*$840.00*
	1711.1	NOV 17 MISC UNION DUES	$1,210.00	*20700000-20509*	*P/R DEDUCT.-UNION DUES*	*$1,210.00*
					Vendor Total:	*$2,050.00*
OPPERMAN & SON INC	1272780014	MISCELLANEOUS PARTS AS NEEDED	$83.74	*84024425-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$83.74*
	1272960038	MISCELLANEOUS PARTS AS NEEDED	$36.54	*10020210-56130*	*EXTERNAL SERVICES*	*$36.54*
	1272900022	MISCELLANEOUS PARTS AS NEEDED	$52.16	*10020210-56130*	*EXTERNAL SERVICES*	*$52.16*
	1272990022	MISCELLANEOUS PARTS AS NEEDED	$173.95	*10020210-56130*	*EXTERNAL SERVICES*	*$173.95*
	1272780019	MISCELLANEOUS PARTS AS NEEDED	$189.69	*10020210-56130*	*EXTERNAL SERVICES*	*$189.69*
	1273000020	MISCELLANEOUS PARTS AS NEEDED	$618.75	*10022100-56130*	*EXTERNAL SERVICES*	*$618.75*
	1272830036	MISCELLANEOUS PARTS AS NEEDED	$17.10	*10024220-56130*	*EXTERNAL SERVICES*	*$17.10*
	1272990054	MISCELLANEOUS PARTS AS NEEDED	$130.31	*20324100-54100*	*SUPPLIES*	*$130.31*
					Vendor Total:	*$1,302.24*
PACE SUPPLY CORPORATION	024186572	GAS VALVE	$4,172.44	*84024425-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$4,172.44*
	024179485-2	PLUMBING EQUIPMENT, FIXTURES,	$120.73	*82000000-12104*	*INVENTORY - PURCHASES*	*$120.73*
	024179485-1	PLUMBING EQUIPMENT, FIXTURES,	$433.07	*82000000-12104*	*INVENTORY - PURCHASES*	*$433.07*
	024179485	PLUMBING EQUIPMENT, FIXTURES,	$3,551.16	*82000000-12104*	*INVENTORY - PURCHASES*	*$3,551.16*
	024175324	MISCELLANEOUS ITEMS AS NEEDED	$109.88	*82024414-54100*	*SUPPLIES*	*$109.88*
	024195555	MISCELLANEOUS ITEMS AS NEEDED	$121.95	*82024414-54100*	*SUPPLIES*	*$121.95*
					Vendor Total:	*$8,509.23*

List of Checks Presented for Approval on 11/16/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PAYMENTUS GROUP INC	US17100027	CREDIT CARD PROCESSING SERVICE	$2,988.00	*20513300-52100*	*CONTRACTED SERVICES*	*$2,988.00*
					Vendor Total:	*$2,988.00*
PETERSON TRUCKS INC	277888P	FILTERS	$57.90	*20324100-56112*	*EQUIPMENT PARTS FOR RESALE*	*$36.49*
				10020210-56130	*EXTERNAL SERVICES*	*$15.68*
				10021210-56130	*EXTERNAL SERVICES*	*$5.73*
	278030P	FILTERS	$37.90	*77725200-56130*	*EXTERNAL SERVICES*	*$37.90*
	97794P	FILTERS	$96.54	*77725200-56130*	*EXTERNAL SERVICES*	*$96.54*
					Vendor Total:	*$192.34*
PG&E CO	3822-9 OCT 17	GAS & ELECTRIC SERVICES	$5,011.41	*10024220-56210*	*FUEL & FLUIDS*	*($70.14)*
				84024425-55200	*PG&E*	*$806.66*
				10022100-55210	*UTILITIES*	*$11.49*
				10022300-55210	*UTILITIES*	*$49.63*
				20822500-55210	*UTILITIES*	*$86.21*
				69122700-55210	*UTILITIES*	*$30.57*
				70024500-55210	*UTILITIES*	*$381.40*
				73022600-55210	*UTILITIES*	*$15.11*
				73022600-55210	*UTILITIES*	*$39.72*
				77725200-55210	*UTILITIES*	*$50.57*
				82024411-55210	*UTILITIES*	*$3,540.34*
				84024421-55210	*UTILITIES*	*$69.85*
					Vendor Total:	*$5,011.41*
PHYSIO-CONTROL INC	117087256	REPLACEMENT BATTERY	$223.53	*20822500-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$223.53*
	517001051	DEFIBRILLATOR SERVICE SUPPORT	($314.04)	*10021210-52111*	*MAINT. CONTRCTS - DEFIBRULATOR*	*($314.04)*
	417126854	DEFIBRILLATOR SERVICE SUPPORT	$1,255.92	*10021210-52111*	*MAINT. CONTRCTS - DEFIBRULATOR*	*$1,255.92*
					Vendor Total:	*$1,165.41*
PLATT ELECTRIC SUPPLY	0365703	MISC ELECTRICAL SUPPLIES AS NE	$179.18	*82024411-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$179.18*

List of Checks Presented for Approval on 11/16/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PLATT ELECTRIC SUPPLY	0298870	MISC ELECTRICAL SUPPLIES AS NE	$159.19	*80526150-54100*	*SUPPLIES*	*$159.19*
					Vendor Total:	*$338.37*
PMI	I0026025	CANVASS ACCESS FOR PMI EQUIPMENT	$200.00	*80026200-54100*	*SUPPLIES*	*$200.00*
					Vendor Total:	*$200.00*
POWER INDUSTRIES INC	744540	SUPPLIES AS NEEDED	$76.80	*10022100-56130*	*EXTERNAL SERVICES*	*$76.80*
					Vendor Total:	*$76.80*
PPG INDUSTRIES, INC	7401362	GREEN AEROSOL TOUCH UP PAINT	$772.87	*90000000-23252*	*DISTRICT USE TAX-LIBRARIES*	*($0.92)*
				90000000-23237	*DISTRICT USE TAX-MEASURE S*	*($3.65)*
				90000000-23028	*MEASURE Y DISTRICT TAX*	*($3.65)*
				90000000-23013	*STATE USE TAX LIABILITY*	*($9.12)*
				80026120-54100	*SUPPLIES*	*$17.34*
				80026120-54100	*SUPPLIES*	*$772.87*
					Vendor Total:	*$772.87*
PUBLIC SERVICE DEPARTMENT	CITY SEPT 17	UTILITIES	$105,256.06	*80626500-52133*	*MONTHLY DISCOUNT PROGRAM*	*$218.15*
				10012400-55210	*UTILITIES*	*$255.67*
				10022100-55210	*UTILITIES*	*$21,645.11*
				10022300-55210	*UTILITIES*	*$3,153.56*
				10024214-55210	*UTILITIES*	*$629.06*
				10024220-55210	*UTILITIES*	*$342.49*
				20620231-55210	*UTILITIES*	*$77.94*
				20822500-55210	*UTILITIES*	*$8,190.48*
				20824300-55210	*UTILITIES*	*$790.11*
				25024300-55210	*UTILITIES*	*$29.16*
				64020213-55210	*UTILITIES*	*$707.66*
				69122700-55210	*UTILITIES*	*$2,555.38*
				73022600-55210	*UTILITIES*	*$2,372.82*
				77725200-55210	*UTILITIES*	*$2,781.45*

List of Checks Presented for Approval on 11/16/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PUBLIC SERVICE DEPARTMENT	CITY SEPT 17	UTILITIES	$105,256.06	*80026400-55210*	*UTILITIES*	*$1,537.51*
				80526610-55210	*UTILITIES*	*$12,240.29*
				82024411-55210	*UTILITIES*	*$21,563.94*
				84024421-55210	*UTILITIES*	*$55.98*
				84024425-55210	*UTILITIES*	*$26,109.30*
	105727-2	UTILITES PUMPKINFEST	$115.67	*90000000-23219*	*PUMPKINFEST*	*$115.67*
	89690-2 SEPT 17	SEWER 89690-2	$145.35	*31122870-55210*	*UTILITIES*	*$145.35*
	105746-2	UTILITES	$33.18	*73022600-55210*	*UTILITIES*	*$33.18*
					Vendor Total:	*$105,550.26*
R EMMETT JONES	OCT 17	MANAGEMENT ADVISORY SERVICES	$2,475.00	*10012100-52100*	*CONTRACTED SERVICES*	*$2,175.00*
				70024500-52100	*CONTRACTED SERVICES*	*$300.00*
					Vendor Total:	*$2,475.00*
REDWOOD CHILDRENS SERVICES INC	DV111717	BUILDING PERMIT REFUND	$30.00	*90000000-23005*	*STRONG MOTION INSTR. PROG.*	*$30.00*
					Vendor Total:	*$30.00*
REDWOOD COAST FUELS	1885708	CARDLOCK FUEL PURCHASES	$7,968.67	*10020210-56210*	*FUEL & FLUIDS*	*$18.05*
				10020210-56210	*FUEL & FLUIDS*	*$107.00*
				10020210-56210	*FUEL & FLUIDS*	*$2,249.91*
				10020224-56210	*FUEL & FLUIDS*	*$42.51*
				10022100-56210	*FUEL & FLUIDS*	*$1,120.83*
				10024210-56210	*FUEL & FLUIDS*	*$20.80*
				10024220-56210	*FUEL & FLUIDS*	*$1,581.95*
				20324100-56210	*FUEL & FLUIDS*	*$168.55*
				20513382-56210	*FUEL & FLUIDS*	*$23.35*
				20822500-56210	*FUEL & FLUIDS*	*$103.60*
				80026400-56210	*FUEL & FLUIDS*	*$1,085.25*
				82024411-56210	*FUEL & FLUIDS*	*$300.76*
				82024414-56210	*FUEL & FLUIDS*	*$20.80*
				82024414-56210	*FUEL & FLUIDS*	*$273.22*
				82024414-56210	*FUEL & FLUIDS*	*$280.55*

List of Checks Presented for Approval on 11/16/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
REDWOOD COAST FUELS	1885708	CARDLOCK FUEL PURCHASES	$7,968.67	*84024421-56210*	*FUEL & FLUIDS*	*$20.80*
				84024421-56210	*FUEL & FLUIDS*	*$232.75*
				84024421-56210	*FUEL & FLUIDS*	*$238.98*
				84024425-56210	*FUEL & FLUIDS*	*$79.01*
	0086863	CARDLOCK FUEL PURCHASES	$261.11	*20324100-56210*	*FUEL & FLUIDS*	*$261.11*
	0076724	CARDLOCK FUEL PURCHASES	$166.29	*20824300-56210*	*FUEL & FLUIDS*	*$166.29*
	0077039	CARDLOCK FUEL PURCHASES	$782.59	*20824300-56210*	*FUEL & FLUIDS*	*$782.59*
	1880668	CARDLOCK FUEL PURCHASES	$1,414.62	*20324100-58410*	*GARAGE LUBRICANTS & PARTS*	*$1,414.62*
					Vendor Total:	*$10,593.28*
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	17-11 EAP	NOV 17 REMIF EAP INSURANCE	$519.52	*20112400-52525*	*WORKER'S COMP. EXPENSE*	*$519.52*
					Vendor Total:	*$519.52*
REDWOOD FORD	126371	PARTS & SERVICE REPAIRS AS NEE	($6.57)	*10020210-56130*	*EXTERNAL SERVICES*	*($6.57)*
	126485	PARTS & SERVICE REPAIRS AS NEE	$6.33	*10020210-56130*	*EXTERNAL SERVICES*	*$6.33*
	126452	PARTS & SERVICE REPAIRS AS NEE	$17.93	*10020210-56130*	*EXTERNAL SERVICES*	*$17.93*
	126604	PARTS & SERVICE REPAIRS AS NEE	$56.97	*10020210-56130*	*EXTERNAL SERVICES*	*$56.97*
	126297	PARTS & SERVICE REPAIRS AS NEE	$93.99	*10020210-56130*	*EXTERNAL SERVICES*	*$93.99*
	126571	PARTS & SERVICE REPAIRS AS NEE	$93.99	*10020210-56130*	*EXTERNAL SERVICES*	*$93.99*
	126437	PARTS & SERVICE REPAIRS AS NEE	$104.72	*10020210-56130*	*EXTERNAL SERVICES*	*$104.72*
	126348	PARTS & SERVICE REPAIRS AS NEE	$119.50	*10020210-56130*	*EXTERNAL SERVICES*	*$119.50*
	126432	PARTS & SERVICE REPAIRS AS NEE	$133.80	*10020210-56130*	*EXTERNAL SERVICES*	*$133.80*
	126264	PARTS & SERVICE REPAIRS AS NEE	$140.94	*10020210-56130*	*EXTERNAL SERVICES*	*$140.94*
	126447	PARTS & SERVICE REPAIRS AS NEE	$157.41	*10020210-56130*	*EXTERNAL SERVICES*	*$157.41*

List of Checks Presented for Approval on 11/16/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
REDWOOD FORD	126335	PARTS & SERVICE REPAIRS AS NEE	$210.99	*10020210-56130*	*EXTERNAL SERVICES*	*$210.99*
	126235	PARTS & SERVICE REPAIRS AS NEE	$214.72	*10020210-56130*	*EXTERNAL SERVICES*	*$214.72*
	126243	PARTS & SERVICE REPAIRS AS NEE	$235.14	*10020210-56130*	*EXTERNAL SERVICES*	*$235.14*
	126234	PARTS & SERVICE REPAIRS AS NEE	$272.33	*10022100-56130*	*EXTERNAL SERVICES*	*$272.33*
					Vendor Total:	*$1,852.19*
REDWOOD TOXICOLOGY LAB INC	001698201710	DRUG SCREENING TESTING	$54.00	*10020210-52100*	*CONTRACTED SERVICES*	*$54.00*
					Vendor Total:	*$54.00*
REDWOOD TREE SERVICE STATIONS INC	OCT-17	CAR WASHES & INTERIOR CLEANING	$363.00	*20822500-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$26.00*
				10020210-56130	*EXTERNAL SERVICES*	*$321.00*
				20324100-56130	*EXTERNAL SERVICES*	*$16.00*
					Vendor Total:	*$363.00*
REOA LTD	1211	OFFICIATING OF ADULT SOFTBALL	$1,344.00	*10022822-52100*	*CONTRACTED SERVICES*	*$1,344.00*
	1206	OFFICIATING OF ADULT SOFTBALL	$4,655.00	*10022822-52100*	*CONTRACTED SERVICES*	*$4,655.00*
					Vendor Total:	*$5,999.00*
RICHARD ANDERSON	2017-1030-1	AGREEMENT FOR PROF.SVC'S FOR W	$1,025.00	*20913900-52100*	*CONTRACTED SERVICES*	*$1,025.00*
					Vendor Total:	*$1,025.00*
RICHARD SEANOR	TR 11/9/17	TRAVEL REIMBURSEMENT	$87.41	*10024210-57100*	*CONFERENCE & TRAINING*	*$87.41*
					Vendor Total:	*$87.41*
RICK PINTANE	TR 11/1-4/17	TRAVEL REIMBURSEMENT	$52.07	*10020210-57100*	*CONFERENCE & TRAINING*	*$52.07*
	TA 11/29-12/2/17	TRAVEL ADVANCE	$667.37	*10020210-57100*	*CONFERENCE & TRAINING*	*$667.37*
					Vendor Total:	*$719.44*
ROBERT RICETTI	DV111317	BOOT ALLOWANCE	$150.00	*10022100-54100*	*SUPPLIES*	*$150.00*
					Vendor Total:	*$150.00*
ROUND TABLE PIZZA	02-5236	DEPARTMENT LUNCH WELL 9	$73.12	*82024411-57100*	*CONFERENCE & TRAINING*	*$73.12*
	02-5079	WORKING LUNCH BARSCREEN INSTALL	$73.12	*84024425-57100*	*CONFERENCE & TRAINING*	*$73.12*
					Vendor Total:	*$146.24*

List of Checks Presented for Approval on 11/16/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
S'WINE COUNTRY BBQ & GOURMET GRILL	DV111517	PUMPKINFEST 17 MEAL VOUCHERS	$237.00	*90000000-23219*	*PUMPKINFEST*	*$237.00*
					Vendor Total:	*$237.00*
SAFEWAY INC	STMT OCT 17	MISCELLANEOUS PURCHASES AS REQ	$774.41	*10016100-54163*	*HR - INTERVIEW SUPPLIES*	*$72.29*
				90000000-23219	*PUMPKINFEST*	*$5.29*
				90000000-23219	*PUMPKINFEST*	*$19.47*
				90000000-23219	*PUMPKINFEST*	*$49.34*
				90000000-23219	*PUMPKINFEST*	*$52.29*
				90000000-23219	*PUMPKINFEST*	*$65.75*
				10022810-54100	*SUPPLIES*	*$18.36*
				69122700-54100	*SUPPLIES*	*$35.42*
				69122700-54100	*SUPPLIES*	*$177.11*
				73022600-54100	*SUPPLIES*	*$4.99*
				73022600-54100	*SUPPLIES*	*$4.99*
				73022600-54100	*SUPPLIES*	*$5.00*
				73022600-54100	*SUPPLIES*	*$6.00*
				73022600-54100	*SUPPLIES*	*$7.87*
				73022600-54100	*SUPPLIES*	*$8.64*
				73022600-54100	*SUPPLIES*	*$19.44*
				73022600-54100	*SUPPLIES*	*$23.98*
				73022600-54100	*SUPPLIES*	*$25.55*
				73022600-54100	*SUPPLIES*	*$25.55*
				73022600-54100	*SUPPLIES*	*$53.53*
				77725200-54100	*SUPPLIES*	*$36.25*
				77725200-54100	*SUPPLIES*	*$57.30*
					Vendor Total:	*$774.41*
SALES & USE TAX	OCT 17	PRE PAID SALES AND USE TAX	$1,407.00	*77725200-58401*	*AVIATION FUEL*	*$1,240.00*
				90000000-23252	*DISTRICT USE TAX-LIBRARIES*	*$4.00*
				90000000-23237	*DISTRICT USE TAX-MEASURE S*	*$18.00*

List of Checks Presented for Approval on 11/16/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
SALES & USE TAX	OCT 17	PRE PAID SALES AND USE TAX	$1,407.00	*90000000-23028*	*MEASURE Y DISTRICT TAX*	*$11.00*
				90000000-23013	*STATE USE TAX LIABILITY*	*$134.00*
					Vendor Total:	*$1,407.00*
SCHNEIDER ELECTRIC IT USA INC	814427890	APC ACSC100 COOLING UNITS SN:Y	$3,420.00	*20913900-54320*	*SOFTWARE*	*$3,420.00*
					Vendor Total:	*$3,420.00*
SHANNON WALKER	TA 11/29/17	TRAVEL ADVANCE	$15.00	*20513300-57100*	*CONFERENCE & TRAINING*	*$15.00*
					Vendor Total:	*$15.00*
SILVA SEPTIC INC	70257	PORTABLE RESTROOM RENTAL	$184.24	*10024220-54120*	*PW - SPECIAL SUPPLIES*	*$184.24*
	70305	SEPTIC SERVICES SKATE PARK	$125.00	*10022100-54100*	*SUPPLIES*	*$125.00*
					Vendor Total:	*$309.24*
SNAP-ON INDUSTRIAL	ARV/34095578	TOOLS AS NEEDED	$341.30	*82024414-54102*	*SMALL TOOLS*	*$170.65*
				84024421-54102	*SMALL TOOLS*	*$170.65*
					Vendor Total:	*$341.30*
SOLID WASTES SYSTEMS INC	353701	MISCELLANEOUS DUMP FEES	$358.59	*84024425-56504*	*FACILITY MAINTENANCE & REPAIR*	*$54.81*
				84024425-56504	*FACILITY MAINTENANCE & REPAIR*	*$70.60*
				84024425-56504	*FACILITY MAINTENANCE & REPAIR*	*$88.26*
				10024220-54120	*PW - SPECIAL SUPPLIES*	*$24.15*
				10024220-54120	*PW - SPECIAL SUPPLIES*	*$26.94*
				10024220-54120	*PW - SPECIAL SUPPLIES*	*$34.37*
				10024220-54120	*PW - SPECIAL SUPPLIES*	*$59.46*
	OCT-17	RESIDENTIAL GARBAGE FEES	$20,521.68	*90200000-52170*	*UKIAH WASTE SOLUTIONS*	*$20,521.68*
					Vendor Total:	*$20,880.27*
SOUTHWEST CHAPTER OF AMERICAN ASSOC	300001569	SWAAAE MEMBERSHIP	$95.00	*77725200-57300*	*MEMBERSHIPS & SUBSCRIPTIONS*	*$95.00*
					Vendor Total:	*$95.00*
SPIRO'S GYROS	DV 11/6/17	2017 PUMPKINFEST MEAL VOUCHER	$158.00	*90000000-23219*	*PUMPKINFEST*	*$158.00*
					Vendor Total:	*$158.00*

List of Checks Presented for Approval on 11/16/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
STAPLES CREDIT PLAN	3357704504	OFFICE SUPPLIES, MISC AS NEEDE	$963.64	*10013400-54100*	*SUPPLIES*	*$19.62*
				84024425-54100	*SUPPLIES*	*$944.02*
	3357704502	OFFICE SUPPLIES, MISC AS NEEDE	$40.62	*10022810-54100*	*SUPPLIES*	*$40.62*
	3357704503	OFFICE SUPPLIES, MISC AS NEEDE	$130.01	*10022810-54100*	*SUPPLIES*	*$130.01*
					Vendor Total:	*$1,134.27*
STATE WATER RESOURCES CONTROL BOARD	DV111417	WASTEWATER OPERATOR CERTIFICATE RENEWAL - R BARTON	$300.00	*84024425-57300*	*MEMBERSHIPS & SUBSCRIPTIONS*	*$300.00*
					Vendor Total:	*$300.00*
STEVEN OROPEZA	DV111417	BOOT ALLOWANCE	$150.00	*10024210-54100*	*SUPPLIES*	*$50.00*
				82024410-54100	*SUPPLIES*	*$50.00*
				84024420-54100	*SUPPLIES*	*$50.00*
					Vendor Total:	*$150.00*
STRADLING YOCCA CARLSON & RAUTH	200655-0002	BOND COUNSEL SERVICES FOR I-BA	$13,000.00	*10013400-80230*	*INFRASTRUCTURE*	*$13,000.00*
					Vendor Total:	*$13,000.00*
TELECOM	9140	TELEPHONE PRODUCTS & SERVICES	$105.00	*20913900-52100*	*CONTRACTED SERVICES*	*$105.00*
	9142	TELEPHONE PRODUCTS & SERVICES	$105.00	*20913900-52100*	*CONTRACTED SERVICES*	*$105.00*
					Vendor Total:	*$210.00*
TELSTAR INSTRUMENTS INC	90301	EQUIPMENT MAINT, REPAIR, AND R	$560.00	*84024425-52100*	*CONTRACTED SERVICES*	*$560.00*
					Vendor Total:	*$560.00*
THRIFTY SUPPLY CO	2142504-01	GAS VALVE	$7.48	*82024411-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$7.48*
					Vendor Total:	*$7.48*
THURSTON HONDA	41713	PARTS AS NEEDED	$168.80	*10020210-56130*	*EXTERNAL SERVICES*	*$168.80*
					Vendor Total:	*$168.80*
TIM POMA	DV110717	PUMPKINFEST REIMBURSEMENT	$119.89	*90000000-23219*	*PUMPKINFEST*	*$119.89*
					Vendor Total:	*$119.89*
TMG UTILITY ADVISORY SERVICES INC	201710005	ADVANCED METERING INFRASTRUCTU	$6,080.00	*80126100-80100*	*MACHINERY & EQUIPMENT*	*$6,080.00*
					Vendor Total:	*$6,080.00*

List of Checks Presented for Approval on 11/16/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
TRACTOR SUPPLY CREDIT PLAN	207228	MISCELLANEOUS SUPPLIES AS NEED	$31.94	*84024421-54100*	*SUPPLIES*	*$31.94*
	242305	MISCELLANEOUS SUPPLIES AS NEED	$10.83	*84024425-54100*	*SUPPLIES*	*$10.83*
	206385	MISCELLANEOUS SUPPLIES AS NEED	$136.53	*84024425-54100*	*SUPPLIES*	*$136.53*
	205194	MISCELLANEOUS SUPPLIES AS NEED	$140.88	*84024425-54100*	*SUPPLIES*	*$140.88*
					Vendor Total:	*$320.18*
TUFTS POLYGRAPH & INVESTIGATION	2017-355(B)	POLYGRAPH & INVESTIGATION SERVICES	$350.00	*10020210-52100*	*CONTRACTED SERVICES*	*$350.00*
	2017-324(B)	POLYGRAPH & INVESTIGATION SERVICES	$550.00	*20620231-52100*	*CONTRACTED SERVICES*	*$550.00*
					Vendor Total:	*$900.00*
TURF STAR INC	6995455-00	MISCELLANEOUS PARTS AS NEEDED	$110.10	*10022100-56130*	*EXTERNAL SERVICES*	*$110.10*
					Vendor Total:	*$110.10*
UKIAH DAILY JOURNAL	0006050149	PUBLICATION	$80.52	*10023100-52100*	*CONTRACTED SERVICES*	*$80.52*
	0006045176	PUBLICATION	$121.83	*10023100-52100*	*CONTRACTED SERVICES*	*$121.83*
	0006048923	PUBLICATION	$121.83	*10023100-52100*	*CONTRACTED SERVICES*	*$121.83*
	0006051010	LEGAL NOTICE PUBLICATIONS FY 1	$107.53	*10012500-52150*	*LEGAL SERVICES/EXPENSES*	*$107.53*
	0006041817	LEGAL NOTICE PUBLICATIONS FY 1	$128.19	*10012500-52150*	*LEGAL SERVICES/EXPENSES*	*$128.19*
	0006036597	PUBLICATION	$63.05	*10520210-54100*	*SUPPLIES*	*$63.05*
					Vendor Total:	*$622.95*
UKIAH TROPHIES & GIFTS	471835	SOFTBALL PLAQUES	$695.77	*10022822-54100*	*SUPPLIES*	*$695.77*
					Vendor Total:	*$695.77*
UKIAH VALLEY DELI	66727	EMERGENCY CREW MEAL	$73.20	*84024425-57100*	*CONFERENCE & TRAINING*	*$73.20*
					Vendor Total:	*$73.20*
UNITED ROTARY BRUSH CORP	CI210232	CABLE WRAPS, GUTTER BROOMS & M	$796.58	*10024220-56130*	*EXTERNAL SERVICES*	*$796.58*
					Vendor Total:	*$796.58*
UNITED SITE SERVICES	114-6001383	PORTABLE TOILET RENTAL	$166.81	*10022100-52100*	*CONTRACTED SERVICES*	*$166.81*
	114-6001388	PORTABLE TOILET RENTAL	$166.81	*10022100-52100*	*CONTRACTED SERVICES*	*$166.81*

List of Checks Presented for Approval on 11/16/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
UNITED SITE SERVICES	114-6001395	PORTABLE TOILET RENTAL	$136.32	*80026220-52100*	*CONTRACTED SERVICES*	*$136.32*
	114-5956422	PORTABLE TOILET RENTAL	$195.87	*90000000-23219*	*PUMPKINFEST*	*$195.87*
	114-5956423	PORTABLE TOILET RENTAL	$195.87	*90000000-23219*	*PUMPKINFEST*	*$195.87*
	114-5956424	PORTABLE TOILET RENTAL	$249.02	*90000000-23219*	*PUMPKINFEST*	*$249.02*
					Vendor Total:	*$1,110.70*
UNIVAR USA INC	SJ846351	LIQUID SODIUM HYPOCHLORITE 12.	$3,394.31	*84024425-52100*	*CONTRACTED SERVICES*	*$3,394.31*
					Vendor Total:	*$3,394.31*
USA BLUEBOOK	402170	LCD METER & GASKET	$215.57	*84024425-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$215.57*
	412848	HYDRANT BACKFLOW PREVENTER	$757.02	*82024414-54100*	*SUPPLIES*	*$757.02*
					Vendor Total:	*$972.59*
UTILITY DESIGN SERVICES LLC	42	DESIGN, ENGINEERNG & CONSULTAN	$6,595.00	*80026400-52100*	*CONTRACTED SERVICES*	*$6,595.00*
					Vendor Total:	*$6,595.00*
VALLEY AUTO CENTER INC	272226	MISC PARTS AS NEEDED	$27.06	*20324100-56112*	*EQUIPMENT PARTS FOR RESALE*	*$27.06*
	272208	MISC PARTS AS NEEDED	$363.45	*10024220-56130*	*EXTERNAL SERVICES*	*$363.45*
					Vendor Total:	*$390.51*
VISION METERING LLC	165392	POLYCARBONATE COVER	$330.00	*90000000-23252*	*DISTRICT USE TAX-LIBRARIES*	*($0.35)*
				90000000-23237	*DISTRICT USE TAX-MEASURE S*	*($1.40)*
				90000000-23028	*MEASURE Y DISTRICT TAX*	*($1.40)*
				90000000-23013	*STATE USE TAX LIABILITY*	*($20.30)*
				80026200-54100	*SUPPLIES*	*$23.45*
				80026200-54100	*SUPPLIES*	*$330.00*
					Vendor Total:	*$330.00*
VWR INTERNATIONAL INC	8080366925	SUPPLIES AS NEEDED	$442.16	*90000000-23237*	*DISTRICT USE TAX-MEASURE S*	*($2.00)*

List of Checks Presented for Approval on 11/16/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
VWR INTERNATIONAL INC	8080366925	SUPPLIES AS NEEDED	$442.16	*90000000-23028*	*MEASURE Y DISTRICT TAX*	*($2.00)*
				84024425-54100	*SUPPLIES*	*$4.00*
				84024425-54100	*SUPPLIES*	*$442.16*
					Vendor Total:	*$442.16*
WERLE ENTERPRISE LLC	0082826	UKIAH ON ICE BOOKMARKS	$517.20	*31400000-54100*	*SUPPLIES*	*$517.20*
					Vendor Total:	*$517.20*
WESCO DISTRIBUTION INC	1599401	SUPPLIES AS NEEDED	$110.81	*80000000-12104*	*INVENTORY - PURCHASES*	*$9.53*
				80000000-12104	*INVENTORY - PURCHASES*	*$37.39*
				10024220-54102	*SMALL TOOLS*	*$21.30*
				82024414-54102	*SMALL TOOLS*	*$21.30*
				84024421-54102	*SMALL TOOLS*	*$21.29*
	378918	ELECTRICAL EQUIPMENT AND SUPPL	$124.34	*80000000-12104*	*INVENTORY - PURCHASES*	*$124.34*
	376848	ELECTRICAL EQUIPMENT AND SUPPL	$129.38	*80000000-12104*	*INVENTORY - PURCHASES*	*$129.38*
	417526	ELECTRICAL EQUIPMENT AND SUPPL	$141.25	*80000000-12104*	*INVENTORY - PURCHASES*	*$141.25*
	417525	ELECTRICAL EQUIPMENT AND SUPPL	$188.30	*80000000-12104*	*INVENTORY - PURCHASES*	*$188.30*
	410243	ELECTRICAL EQUIPMENT AND SUPPL	$261.29	*80000000-12104*	*INVENTORY - PURCHASES*	*$261.29*
	383637	ELECTRICAL EQUIPMENT AND SUPPL	$279.10	*80000000-12104*	*INVENTORY - PURCHASES*	*$279.10*
	378916	ELECTRICAL EQUIPMENT AND SUPPL	$312.50	*80000000-12104*	*INVENTORY - PURCHASES*	*$312.50*
	394386	ELECTRICAL EQUIPMENT AND SUPPL	$2,838.34	*80000000-12104*	*INVENTORY - PURCHASES*	*$2,838.34*
	412650	ELECTRICAL EQUIPMENT AND SUPPLIES	$259.02	*80026110-54102*	*SMALL TOOLS*	*$259.02*
	394387	ELECTRICAL EQUIPMENT AND SUPPLIES	$455.71	*80026110-54102*	*SMALL TOOLS*	*$455.71*
					Vendor Total:	*$5,100.04*
WEST YOST ASSOCIATED	2033550	PROP 1 STORM WATER RESOURCES P	$21,087.50	*91190100-52100*	*CONTRACTED SERVICES*	*$21,087.50*

List of Checks Presented for Approval on 11/16/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
WEST YOST ASSOCIATED	2033318	RRWA EXECUTIVE DIRECTOR SVCS 1	$33,077.41	*91190100-52100*	*CONTRACTED SERVICES*	*$33,077.41*
	2033551	RRWA EXECUTIVE DIRECTOR SVCS 1	$39,206.26	*91190100-52100*	*CONTRACTED SERVICES*	*$39,206.26*
					Vendor Total:	*$93,371.17*
WESTERN HILLS HOMEOWNERS ASSOC	1172	QUARTERLY MEMBER DUES	$225.00	*10012400-52100*	*CONTRACTED SERVICES*	*$225.00*
					Vendor Total:	*$225.00*
WESTERN WATER CONSTRUCTORS INC	15	SPEC 16-02 SITE DEVELOPMENT WE	$50,340.10	*82224413-80230*	*INFRASTRUCTURE*	*$23,495.05*
				82224413-80230	*INFRASTRUCTURE*	*$26,845.05*
					Vendor Total:	*$50,340.10*
WILLOW COUNTY WATER DIST	40351 OCT-17	UTILITIES	$20.00	*31122870-55210*	*UTILITIES*	*$20.00*
	40353 OCT-17	UTILITIES	$31.72	*31122870-55210*	*UTILITIES*	*$31.72*
					Vendor Total:	*$51.72*
WIPF CONSTRUCTION	0818	DELIVERY OF VARIOUS MATERIALS	$1,792.80	*82224413-80230*	*INFRASTRUCTURE*	*$1,195.20*
				84024421-54100	*SUPPLIES*	*$597.60*
					Vendor Total:	*$1,792.80*
XEROX CORP	091159085	COPIER LEASE-SEE ADD'L DESCRIP	$169.83	*69122700-52100*	*CONTRACTED SERVICES*	*$169.83*
	091159084	COPIER LEASE-SEE ADD'L DESCRIP	$352.07	*73022600-52100*	*CONTRACTED SERVICES*	*$352.07*
	091159081	XEROX CB070H COPIER LEASE	$617.52	*10012200-94500*	*LEASE PAYMENTS*	*$617.52*
	091159080	COPIER LEASE-SEE ADD'L DESCRIP	$653.89	*10012200-94500*	*LEASE PAYMENTS*	*$653.89*
	091159086	COPIER LEASE-SEE ADD'L DESCRIP	$1,266.77	*10012200-94500*	*LEASE PAYMENTS*	*$1,266.77*
	091159083	COPIER LEASE-SEE ADD'L DESCRIP	$218.83	*10020210-94500*	*LEASE PAYMENTS*	*$120.36*
				10021210-94500	*LEASE PAYMENTS*	*$76.59*
				20620231-94500	*LEASE PAYMENTS*	*$10.94*
				64020213-94500	*LEASE PAYMENTS*	*$10.94*

List of Checks Presented for Approval on 11/16/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
XEROX CORP	091159082	COPIER LEASE-SEE ADD'L DESCRIP	$407.02	*10020210-94500*	*LEASE PAYMENTS*	*$223.87*
				10021210-94500	*LEASE PAYMENTS*	*$142.46*
				20620231-94500	*LEASE PAYMENTS*	*$20.35*
				64020213-94500	*LEASE PAYMENTS*	*$20.34*
					Vendor Total:	*$3,685.93*
ZUMAR INDUSTRIES INC	0172788	PEDESTRIAN SIGNS	$2,683.84	*10024220-54127*	*PW - SIGN POSTS/SHEETING*	*$2,683.84*
					Vendor Total:	*$2,683.84*
					INVOICE TOTAL:	***$1,697,141.37***

List of Checks Presented for Approval on 11/21/2017

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

12-4-17

Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ARAMARK UNIFORM SERVICES	703535104	MAT & TOWEL SERVICE	$95.75	*20822500-56300*	*BUILDING MAINT. & REPAIR*	*$95.75*
	703555443	MAT & TOWEL SERVICE	$95.75	*20822500-56300*	*BUILDING MAINT. & REPAIR*	*$95.75*
	703524943	MAT & TOWEL SERVICE	$59.52	*31122870-56300*	*BUILDING MAINT. & REPAIR*	*$59.52*
	703545333	MAT & TOWEL SERVICE	$59.52	*31122870-56300*	*BUILDING MAINT. & REPAIR*	*$59.52*
	703565599	MAT & TOWEL SERVICE	$59.52	*31122870-56300*	*BUILDING MAINT. & REPAIR*	*$59.52*
	703535105	MAT & TOWEL SERVICE	$73.75	*73022600-56300*	*BUILDING MAINT. & REPAIR*	*$73.75*
	703555444	MAT & TOWEL SERVICE	$73.75	*73022600-56300*	*BUILDING MAINT. & REPAIR*	*$73.75*
	703524959	UNIFORM SVC-AIRPORT	$55.94	*77725200-54100*	*SUPPLIES*	*$55.94*
	703535126	UNIFORM SVC-AIRPORT	$55.94	*77725200-54100*	*SUPPLIES*	*$55.94*
	703545349	UNIFORM SVC-AIRPORT	$55.94	*77725200-54100*	*SUPPLIES*	*$55.94*
	703555464	UNIFORM SVC-AIRPORT	$55.94	*77725200-54100*	*SUPPLIES*	*$55.94*
	703565615	UNIFORM SVC-AIRPORT	$55.94	*77725200-54100*	*SUPPLIES*	*$55.94*
					Vendor Total:	*$797.26*
ARTS COUNCIL	DV111717	ANNUAL MEMBERSHIP DUES	$1,000.00	*61100000-62105*	*GENERAL ADMIN*	*$1,000.00*
					Vendor Total:	*$1,000.00*
AT&T	000010481751	MTD CIRCUIT	$877.92	*10020210-55100*	*TELEPHONE*	*$877.92*
	000010485635	T1 TO INTERNET	$573.75	*20913900-55100*	*TELEPHONE*	*$573.75*
	000010486033	TELEPHONE SERVICES	$5,082.43	*20913900-55100*	*TELEPHONE*	*$5,082.43*
					Vendor Total:	*$6,534.10*
AT&T MOBILITY	832056361X1 1142017	POLICE MODEMS	$501.51	*10020210-55100*	*TELEPHONE*	*$501.51*

List of Checks Presented for Approval on 11/21/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AT&T MOBILITY	832118877X1 1142017	VOICE & DATA CELL PHONES	$171.16	*10022300-55100*	*TELEPHONE*	*$50.01*
				20620231-55100	*TELEPHONE*	*$13.03*
				77725200-55100	*TELEPHONE*	*$31.02*
				82024410-55100	*TELEPHONE*	*$13.03*
				82024411-55100	*TELEPHONE*	*$13.03*
				82024411-55100	*TELEPHONE*	*$24.98*
				84024421-55100	*TELEPHONE*	*$26.06*
	875108535X1 1142017	VOICE & DATA CELL PHONES	$34.65	*84024421-55100*	*TELEPHONE*	*$34.65*
					Vendor Total:	*$707.32*
BUSINESS CARD	71231	PURCHASING CREDIT CARD, MISC.	$3.00	*10018000-52510*	*ADVERTISING & PROMOTION*	*$3.00*
	SF-D 20469	PURCHASING CREDIT CARD, MISC.	$164.44	*10018000-52510*	*ADVERTISING & PROMOTION*	*$164.44*
	SF-D 22003-3	PURCHASING CREDIT CARD, MISC.	$147.29	*10013200-57100*	*CONFERENCE & TRAINING*	*$147.29*
	SF-D 22003-4	PURCHASING CREDIT CARD, MISC.	$147.29	*10013400-57100*	*CONFERENCE & TRAINING*	*$147.29*
	SF-D 22003-5	PURCHASING CREDIT CARD, MISC.	$147.29	*10013400-57100*	*CONFERENCE & TRAINING*	*$147.29*
	SF-D 21040	PURCHASING CREDIT CARD, MISC.	$240.00	*10022100-57100*	*CONFERENCE & TRAINING*	*$240.00*
	12788	PURCHASING CREDIT CARD, MISC.	$19.00	*20413500-57100*	*CONFERENCE & TRAINING*	*$6.34*
				20513300-57100	*CONFERENCE & TRAINING*	*$6.34*
				20913900-57100	*CONFERENCE & TRAINING*	*$6.32*
	17523	PURCHASING CREDIT CARD, MISC.	$29.28	*20413500-57100*	*CONFERENCE & TRAINING*	*$9.76*
				20513300-57100	*CONFERENCE & TRAINING*	*$9.76*
				20913900-57100	*CONFERENCE & TRAINING*	*$9.76*
	62269	PURCHASING CREDIT CARD, MISC.	$40.00	*20413500-57100*	*CONFERENCE & TRAINING*	*$13.34*
				20513300-57100	*CONFERENCE & TRAINING*	*$13.34*
				20913900-57100	*CONFERENCE & TRAINING*	*$13.32*
	SF-D 20387	PURCHASING CREDIT CARD, MISC.	$84.93	*20413500-57100*	*CONFERENCE & TRAINING*	*$84.93*

List of Checks Presented for Approval on 11/21/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BUSINESS CARD	SF-D 22003	PURCHASING CREDIT CARD, MISC.	$147.29	*20413500-57100*	*CONFERENCE & TRAINING*	*$147.29*
	SF-D 22004	PURCHASING CREDIT CARD, MISC.	$251.16	*20413500-57100*	*CONFERENCE & TRAINING*	*$251.16*
	SF-D 20386	PURCHASING CREDIT CARD, MISC.	$263.37	*20413500-57100*	*CONFERENCE & TRAINING*	*$263.37*
	SF-D 22001	PURCHASING CREDIT CARD, MISC.	$739.59	*20413500-57100*	*CONFERENCE & TRAINING*	*$739.59*
	SF-D 22003-2	PURCHASING CREDIT CARD, MISC.	$147.29	*20513300-57100*	*CONFERENCE & TRAINING*	*$147.29*
	A0050385	PURCHASING CREDIT CARD, MISC.	$739.59	*20513300-57100*	*CONFERENCE & TRAINING*	*$739.59*
	195551	PURCHASING CREDIT CARD, MISC.	$987.78	*20913900-57100*	*CONFERENCE & TRAINING*	*$987.78*
	DM3006242	20oz TUMBLERS WITH CITY LOGO	$1,781.00	*82024410-52100*	*CONTRACTED SERVICES*	*$107.29*
				82024410-52100	*CONTRACTED SERVICES*	*$1,281.00*
				90000000-23252	*DISTRICT USE TAX-LIBRARIES*	*($2.23)*
				90000000-23237	*DISTRICT USE TAX-MEASURE S*	*($8.91)*
				90000000-23028	*MEASURE Y DISTRICT TAX*	*($8.91)*
				90000000-23013	*STATE USE TAX LIABILITY*	*($129.12)*
				10012100-54100	*SUPPLIES*	*$41.88*
				10012100-54100	*SUPPLIES*	*$500.00*
	SF-D 21036	PURCHASING CREDIT CARD, MISC.	$624.00	*90000000-23252*	*DISTRICT USE TAX-LIBRARIES*	*($0.78)*
				90000000-23237	*DISTRICT USE TAX-MEASURE S*	*($3.12)*
				90000000-23028	*MEASURE Y DISTRICT TAX*	*($3.12)*
				90000000-23013	*STATE USE TAX LIABILITY*	*($45.24)*
				10024210-54100	*SUPPLIES*	*$17.42*
				10024210-54100	*SUPPLIES*	*$208.00*
				82024410-54100	*SUPPLIES*	*$17.42*
				82024410-54100	*SUPPLIES*	*$208.00*
				84024420-54100	*SUPPLIES*	*$17.42*

List of Checks Presented for Approval on 11/21/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail	and Allocation Detail	
BUSINESS CARD	SF-D 21036	PURCHASING CREDIT CARD, MISC.	$624.00	*84024420-54100*	*SUPPLIES*	*$208.00*
	SF-D 21042	PURCHASING CREDIT CARD, MISC.	$637.23	*90000000-23252*	*DISTRICT USE TAX-LIBRARIES*	*($0.75)*
				90000000-23237	*DISTRICT USE TAX-MEASURE S*	*($3.00)*
				90000000-23028	*MEASURE Y DISTRICT TAX*	*($3.00)*
				90000000-23013	*STATE USE TAX LIABILITY*	*($43.49)*
				77725200-54100	*SUPPLIES*	*$50.24*
				77725200-54100	*SUPPLIES*	*$637.23*
	SF-D 21034	PURCHASING CREDIT CARD, MISC.	$1,049.21	*90000000-23252*	*DISTRICT USE TAX-LIBRARIES*	*($1.26)*
				90000000-23237	*DISTRICT USE TAX-MEASURE S*	*($5.05)*
				90000000-23028	*MEASURE Y DISTRICT TAX*	*($5.05)*
				90000000-23013	*STATE USE TAX LIABILITY*	*($73.23)*
				10024210-54100	*SUPPLIES*	*$84.59*
				10024210-54100	*SUPPLIES*	*$1,049.21*
	SF-D 22006	PURCHASING CREDIT CARD, MISC.	$932.66	*84024425-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$932.66*
	SF-D 20649	PURCHASING CREDIT CARD, MISC.	$75.00	*20413500-57300*	*MEMBERSHIPS & SUBSCRIPTIONS*	*$75.00*
	SF-D 21041	PURCHASING CREDIT CARD, MISC.	$110.00	*20513300-57300*	*MEMBERSHIPS & SUBSCRIPTIONS*	*$110.00*
	SF-D 21039	PURCHASING CREDIT CARD, MISC.	$180.00	*84024425-57300*	*MEMBERSHIPS & SUBSCRIPTIONS*	*$180.00*
	SF-D 21039-2	PURCHASING CREDIT CARD, MISC.	$180.00	*84024425-57300*	*MEMBERSHIPS & SUBSCRIPTIONS*	*$180.00*
	SF-D 21039-3	PURCHASING CREDIT CARD, MISC.	$180.00	*84024425-57300*	*MEMBERSHIPS & SUBSCRIPTIONS*	*$180.00*
	SF-D 22002	PURCHASING CREDIT CARD, MISC.	$66.77	*20413500-54100*	*SUPPLIES*	*$66.77*
	SF-D 22005	PURCHASING CREDIT CARD, MISC.	$119.88	*69122700-54100*	*SUPPLIES*	*$119.88*
					Vendor Total:	*$10,234.34*

List of Checks Presented for Approval on 11/21/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CAROL ANN HULSMANN	0006585	RECREATION CLASS REFUND	$7.00	*10022850-44915*	*RECREATION PROGRAM INCOME*	*$7.00*
					Vendor Total:	*$7.00*
COMCAST	1296 OCT 17	INTERNET SERVICES	$160.21	*31122870-52100*	*CONTRACTED SERVICES*	*$160.21*
	4635 NOV 17	INTERNET SERVICES	$246.92	*20913900-55100*	*TELEPHONE*	*$246.92*
					Vendor Total:	*$407.13*
DAVID RAPPORT	6786	LEGAL SERVICES FOR FY 17/18	$40.00	*10017200-52100*	*CONTRACTED SERVICES*	*$40.00*
	6785	LEGAL SERVICES FOR FY 17/18	$32,278.42	*10014000-52150*	*LEGAL SERVICES/EXPENSES*	*$102.92*
				10014000-52150	*LEGAL SERVICES/EXPENSES*	*$512.26*
				10014000-52150	*LEGAL SERVICES/EXPENSES*	*$15,239.65*
				20414000-52150	*LEGAL SERVICES/EXPENSES*	*$849.09*
				70014000-52150	*LEGAL SERVICES/EXPENSES*	*$121.63*
				72022400-52150	*LEGAL SERVICES/EXPENSES*	*$304.08*
				77714000-52150	*LEGAL SERVICES/EXPENSES*	*$348.52*
				80014000-52150	*LEGAL SERVICES/EXPENSES*	*$77.19*
				83024430-52150	*LEGAL SERVICES/EXPENSES*	*$1,141.47*
				84424422-52150	*LEGAL SERVICES/EXPENSES*	*$13,581.61*
					Vendor Total:	*$32,318.42*
DEPARTMENT OF JUSTICE	265719	FINGERPRINTING SERVICES	$128.00	*10016100-54165*	*HR - NEW EMPLOYEE FINGERPRINT*	*$128.00*
					Vendor Total:	*$128.00*
INGERSOLL RAND INDUSTRIAL TECHNOLOGIES	24084683	DRIP PROOF MOTOR	$158.25	*82024411-80100*	*MACHINERY & EQUIPMENT*	*$158.25*
	24161735	DRIP PROOF MOTOR	$23,400.50	*82024411-80100*	*MACHINERY & EQUIPMENT*	*$23,400.50*
					Vendor Total:	*$23,558.75*
KIMBALL MIDWEST	5823155	SUPPLIES AS NEEDED	$133.75	*20324100-56112*	*EQUIPMENT PARTS FOR RESALE*	*$133.75*

List of Checks Presented for Approval on 11/21/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
KIMBALL MIDWEST	5970138	SUPPLIES AS NEEDED	$375.27	*20324100-56112*	*EQUIPMENT PARTS FOR RESALE*	*$375.27*
	5909948	SUPPLIES AS NEEDED	$799.81	*20324100-54102*	*SMALL TOOLS*	*$799.81*
					Vendor Total:	*$1,308.83*
LIEBERT CASSIDY WHITMORE	1448523	LEGAL SERVICES - PERSONNEL	$832.00	*10016100-52100*	*CONTRACTED SERVICES*	*$832.00*
	1448524	LEGAL SERVICES - PERSONNEL	$2,755.00	*10016100-52100*	*CONTRACTED SERVICES*	*$2,755.00*
					Vendor Total:	*$3,587.00*
MUNI SERVICES LLC	32827-1	BUSINESS LICENSE PROCESSING	$2,844.00	*10013400-52100*	*CONTRACTED SERVICES*	*$2,844.00*
	0000041353	LTC DISCOVERY	$38.40	*20513300-52100*	*CONTRACTED SERVICES*	*$38.40*
	38834	SALES TAX AUDIT REPORTING SERV	$594.00	*20513300-52100*	*CONTRACTED SERVICES*	*$594.00*
					Vendor Total:	*$3,476.40*
ONE TIME PAY VENDOR	DV111617	AIRPORT HANGER REFUND DEPOSIT	$100.00	*77700000-21110*	*CUSTOMER DEPOSITS*	*$100.00*
	0006728	RECREATION CLASS REFUND	$7.00	*10022850-44915*	*RECREATION PROGRAM INCOME*	*$7.00*
	0007137	RECREATION CLASS REFUND	$7.00	*10022850-44915*	*RECREATION PROGRAM INCOME*	*$7.00*
	0006580	RECREATION CLASS REFUND	$29.75	*10022850-44915*	*RECREATION PROGRAM INCOME*	*$29.75*
	0007038	RECREATION CLASS REFUND	$68.00	*10022850-44915*	*RECREATION PROGRAM INCOME*	*$68.00*
	90369-0	SEWER CREDIT	$4.51	*94000000-10420*	*UTILITY RECEIVABLES*	*$4.51*
	91350-9	SEWER CREDIT	$10.00	*94000000-10420*	*UTILITY RECEIVABLES*	*$10.00*
	89084-8	SEWER CREDIT	$13.20	*94000000-10420*	*UTILITY RECEIVABLES*	*$13.20*
	81421-0	SEWER CREDIT	$53.47	*94000000-10420*	*UTILITY RECEIVABLES*	*$53.47*
	91672-6	SEWER CREDIT	$174.42	*94000000-10420*	*UTILITY RECEIVABLES*	*$174.42*
	108542-2	UTILITY REFUND	$79.61	*90100000-10421*	*UTILITY RECEIVABLES CLEARING*	*$79.61*
					Vendor Total:	*$546.96*
PACE SUPPLY CORPORATION	024207157	MISCELLANEOUS ITEMS AS NEEDED	$11.73	*84024425-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$11.73*

List of Checks Presented for Approval on 11/21/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PACE SUPPLY CORPORATION	024214072	MISCELLANEOUS ITEMS AS NEEDED	$1,030.04	*84024425-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$1,030.04*
	024179485-3	PLUMBING EQUIPMENT, FIXTURES,	$27.62	*82000000-12104*	*INVENTORY - PURCHASES*	*$27.62*
	024217055	MISCELLANEOUS ITEMS AS NEEDED	$97.86	*80026110-54100*	*SUPPLIES*	*$97.86*
					Vendor Total:	*$1,167.25*
PG&E CO	NOV-17 3822-9	GAS & ELECTRIC SERVICES	$9,286.41	*84024425-55200*	*PG&E*	*$2,048.55*
				10022100-55210	*UTILITIES*	*$21.26*
				10022300-55210	*UTILITIES*	*$78.44*
				20822500-55210	*UTILITIES*	*$330.72*
				69122700-55210	*UTILITIES*	*$63.78*
				70024500-55210	*UTILITIES*	*$381.65*
				73022600-55210	*UTILITIES*	*$18.52*
				73022600-55210	*UTILITIES*	*$70.46*
				77725200-55210	*UTILITIES*	*$56.11*
				82024411-55210	*UTILITIES*	*$6,143.40*
				84024421-55210	*UTILITIES*	*$73.52*
					Vendor Total:	*$9,286.41*
POWER INDUSTRIES INC	744391	PARTS & TOOLS AS NEEDED	$39.65	*20324100-56112*	*EQUIPMENT PARTS FOR RESALE*	*$39.65*
					Vendor Total:	*$39.65*
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	DV111317	MSDS ONLINE SERVICES ACCOUNT RENEWAL	$1,659.53	*20216200-52532*	*SAFETY & TRAINING SUPPORT*	*$1,659.53*
	QTR 2 - 17/18	2ND QTR WORKERS COMP PREMIUM 17/18	$202,173.00	*20112400-52525*	*WORKER'S COMP. EXPENSE*	*$202,173.00*
					Vendor Total:	*$203,832.53*
RICHARD SEANOR	TR 11/14/17	TRAVEL REIMBURSEMENT	$15.00	*10024224-57100*	*CONFERENCE & TRAINING*	*$15.00*
	TR 11/13/17	TRAVEL REIMBURSEMENT	$83.48	*10024224-57100*	*CONFERENCE & TRAINING*	*$83.48*
					Vendor Total:	*$98.48*
RINO PACIFIC	CL20627	FUEL AS NEEDED	$148.76	*82024414-56210*	*FUEL & FLUIDS*	*$80.33*

List of Checks Presented for Approval on 11/21/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
RINO PACIFIC	CL20627	FUEL AS NEEDED	$148.76	*84024421-56210*	*FUEL & FLUIDS*	*$68.43*
					Vendor Total:	*$148.76*
SCHAT'S BAKERY	OCT-17	PROVIDE MISCELLANOUS FOOD DISH	$68.55	*10024210-57100*	*CONFERENCE & TRAINING*	*$68.55*
	OCT-17 CC	PROVIDE MISCELLANOUS FOOD DISH	$1,047.65	*90000000-23219*	*PUMPKINFEST*	*$364.54*
				73022600-54100	*SUPPLIES*	*$683.11*
					Vendor Total:	*$1,116.20*
SUMMIT SAFETY LLC	154476	FIRST AID AND SAFETY EQUIPMENT	$630.35	*90000000-23252*	*DISTRICT USE TAX-LIBRARIES*	*($0.79)*
				90000000-23237	*DISTRICT USE TAX-MEASURE S*	*($3.16)*
				90000000-23028	*MEASURE Y DISTRICT TAX*	*($3.16)*
				90000000-23013	*STATE USE TAX LIABILITY*	*($45.70)*
				82024414-54100	*SUPPLIES*	*$26.41*
				82024414-54100	*SUPPLIES*	*$315.18*
				84024421-54100	*SUPPLIES*	*$26.40*
				84024421-54100	*SUPPLIES*	*$315.17*
					Vendor Total:	*$630.35*
TYLER TECHNOLOGIES INC	045-204801	TYLER MAINTENANCE AGREEMENT	$59,338.05	*10013400-52100*	*CONTRACTED SERVICES*	*$29,774.17*
				10016100-52100	*CONTRACTED SERVICES*	*$2,365.11*
				10023100-52100	*CONTRACTED SERVICES*	*$5,321.49*
				20413500-52100	*CONTRACTED SERVICES*	*$7,095.32*
				20513300-52100	*CONTRACTED SERVICES*	*$14,781.96*
					Vendor Total:	*$59,338.05*
UKIAH WASTE SOLUTIONS INC	1939 0 11/1/17	SPECIAL DISPOSAL	$297.28	*80026400-52100*	*CONTRACTED SERVICES*	*$297.28*
					Vendor Total:	*$297.28*
USA BLUEBOOK	408101	PARTS & SUPPLIES AS NEEDED	$369.88	*84024425-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$369.88*
	411155	PARTS & SUPPLIES AS NEEDED	$721.19	*84024425-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$721.19*
					Vendor Total:	*$1,091.07*

List of Checks Presented for Approval on 11/21/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
WALDORF SCHOOL OF MENDOCINO COUNTY	DV101617	PUMPKINFEST PARADE REFUND	$25.00	*90000000-23220*	*PUMPKINFEST (CC VENDOR PYTS)*	*$25.00*
					Vendor Total:	*$25.00*
WEST COAST CONSULTING CO INC	40084	SLOWPITCH SOFTBALLS	$998.67	*10022822-54100*	*SUPPLIES*	*$998.67*
					Vendor Total:	*$998.67*
WIPF CONSTRUCTION	774	FIRE SERVICE CALL	$127.50	*69122700-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$127.50*
					Vendor Total:	*$127.50*
XEROX CORP	090476465	XEROX CB070H COPIER LEASE	$18.93	*10012200-94500*	*LEASE PAYMENTS*	*$18.93*
	590214984.	XEROX CB070H COPIER LEASE	$25.00	*10012200-94500*	*LEASE PAYMENTS*	*$25.00*
	590214984	COPIER LEASE-SEE ADD'L DESCRIP	$54.30	*10012200-94500*	*LEASE PAYMENTS*	*$54.30*
	090476464	COPIER LEASE-SEE ADD'L DESCRIP	$1,086.06	*10012200-94500*	*LEASE PAYMENTS*	*$1,086.06*
					Vendor Total:	*$1,184.29*
					INVOICE TOTAL:	***$363,993.00***

List of Checks Presented for Approval on 11/3/2017

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

Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AFLAC	601111	UVFD AFLAC - OCTOBER	$73.70	*20700000-20656*	*UVFD AFLAC*	*$73.70*
					Vendor Total:	*$73.70*
DREW WALLACE	2540	ENGINE TARP REPAIRS	$619.52	*91521400-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$619.52*
					Vendor Total:	*$619.52*
FLEETPRIDE	88348591	NYLON	$20.52	*91521400-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$20.52*
					Vendor Total:	*$20.52*
GCR TIRES & SERVICES	851-39519	TIRES - ENGINE 6463	$837.95	*91521400-56130*	*EXTERNAL SERVICES*	*$837.95*
					Vendor Total:	*$837.95*
HAROLD J LANCE JR	SEPT 17	LEGAL SERVICE	$490.00	*91521400-52150*	*LEGAL SERVICES/EXPENSES*	*$490.00*
					Vendor Total:	*$490.00*
JUSTIN BUCKINGHAM	DV103117	REIMBURSE TRAINING EXPENSE	$47.40	*91521400-57100*	*CONFERENCE & TRAINING*	*$47.40*
	1	REIMBURSE EMBROIDERY EXPENSE	$102.72	*91521400-51270*	*UNIFORM ALLOWANCE*	*$102.72*
					Vendor Total:	*$150.12*
MANAGED HEALTH NETWORK	PRM-014854	UVFD MHN EAP	$120.96	*20700000-20661*	*UVFD HEALTH INS*	*$120.96*
					Vendor Total:	*$120.96*
MASSEY SMALL ENGINE REPAIR	701255	STATION FUEL	$82.64	*91521400-56210*	*FUEL & FLUIDS*	*$82.64*
					Vendor Total:	*$82.64*
PRINCIPAL LIFE	17-04 UVFD	UVFD DENTAL & LIFE	$284.34	*20700000-20661*	*UVFD HEALTH INS*	*$284.34*
					Vendor Total:	*$284.34*
PROSPECTOR FUND	NOV 17	TALMAGE PROPERTY LOAN PAYMENT	$2,300.00	*91521400-70201*	*LOAN PRINCIPAL PAYMENTS*	*$690.00*
				91521400-70201	*LOAN PRINCIPAL PAYMENTS*	*$1,610.00*
					Vendor Total:	*$2,300.00*

List of Checks Presented for Approval on 11/3/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
RAY A MORGAN COMPANY	1776242	COPIER LEASE AND USAGE CHARGE	$87.58	*91521400-52100*	*CONTRACTED SERVICES*	*$87.58*
					Vendor Total:	*$87.58*
RESPECTECH	34448	PHONE SYSTEM SERVICES AND LEASE	$112.50	*91521400-55100*	*TELEPHONE*	*$112.50*
					Vendor Total:	*$112.50*
SAVINGS BANK OF MENDOCINO COUNTY	NOV 17	LOVERS LANE LOAN PAYMENT	$1,945.41	*91521400-70201*	*LOAN PRINCIPAL PAYMENTS*	*$583.62*
				91521400-70201	*LOAN PRINCIPAL PAYMENTS*	*$1,361.79*
					Vendor Total:	*$1,945.41*
SONSRAY MACHINERY LLC	P13301-04	PARTS	$188.98	*91521400-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$188.98*
					Vendor Total:	*$188.98*
STEPHANIE ABBA	DV102717	REIBURSE TRAINING EXPENSE	$25.00	*91521400-57100*	*CONFERENCE & TRAINING*	*$25.00*
					Vendor Total:	*$25.00*
SYDNEY DEARBORN	20171002	REIMBURSEMENT MEDICAL INSURANCE	$1,800.22	*91500000-20561*	*ACCRUED SICK*	*$1,800.22*
					Vendor Total:	*$1,800.22*
US BANK NA	DV102717	FUEL AS NEEDED	$88.15	*91521400-56210*	*FUEL & FLUIDS*	*$88.15*
					Vendor Total:	*$88.15*
					INVOICE TOTAL:	***$9,227.59***

List of Checks Presented for Approval on 11/8/2017

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

Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
NICK BARBIERI TRUCKING LLC	1881960	FUEL AS NEEDED	$1,210.13	*91521400-56210*	*FUEL & FLUIDS*	*$1,210.13*
					Vendor Total:	*$1,210.13*
US BANK CORPORATE PAYMENT SERVICES	OCT 17	CALCARD PURCHASES	$3,209.61	*91521400-56300*	*BUILDING MAINT. & REPAIR*	*$10.60*
				91521400-57100	*CONFERENCE & TRAINING*	*$1,186.99*
				91521400-54167	*EMPLOYEE DEVELOPMENT*	*$195.38*
				91521400-57300	*MEMBERSHIPS & SUBSCRIPTIONS*	*$11.80*
				91521400-54100	*SUPPLIES*	*$1,064.47*
				91521400-55100	*TELEPHONE*	*$594.25*
				91521400-51270	*UNIFORM ALLOWANCE*	*$146.12*
	SEPT 17	CALCARD PURCHASES	$4,946.15	*91521400-57100*	*CONFERENCE & TRAINING*	*($223.08)*
				91521400-57100	*CONFERENCE & TRAINING*	*$44.38*
				91521400-56120	*EQUIPMENT MAINTENANCE & REPAIR*	*$249.90*
				91521400-56120	*EQUIPMENT MAINTENANCE & REPAIR*	*$433.98*
				91521400-56210	*FUEL & FLUIDS*	*$103.92*
				91521400-54101	*POSTAGE*	*$118.66*
				91521400-54100	*SUPPLIES*	*$3,782.74*
				91521400-55100	*TELEPHONE*	*$435.65*
					Vendor Total:	*$8,155.76*
					INVOICE TOTAL:	***$9,365.89***

List of Checks Presented for Approval on 11/17/2017

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

Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AT&T	UVFD000010318903	INTERNET SERVICES	$15.02	91521400-55100	TELEPHONE	$15.02
	UVFD000010318902	INTERNET/TELEPHONE	$39.59	91521400-55100	TELEPHONE	$39.59
					Vendor Total:	$54.61
CROSSFIT MENDOCINO	CFM112017DISTRICT	UVFD NOV 2017 CROSSFIT	$166.66	91521400-57100	CONFERENCE & TRAINING	$166.66
					Vendor Total:	$166.66
ENTENMANN-ROVIN CO	0013544	UVFD BADGES	$579.17	91521400-54100	SUPPLIES	$579.17
					Vendor Total:	$579.17
GCR TIRES & SERVICES	851-39586	ENGINE 6463	$837.95	91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	$837.95
					Vendor Total:	$837.95
GOLDEN STATE RISK	17-10 UVFD VISION	UVFD VISION INSURANCE	$247.22	20700000-20661	UVFD HEALTH INS	$247.22
					Vendor Total:	$247.22
HAROLD J LANCE JR	UVFD OCT 17		$752.50	91521400-52150	LEGAL SERVICES/EXPENSES	$752.50
					Vendor Total:	$752.50
HEADGEAR PLUS	27329	59 UVFD SHIRTS	$1,375.61	91521400-54100	SUPPLIES	$1,375.61
					Vendor Total:	$1,375.61
MENDO MILL & LUMBER CO	K79992/1	TIE WIRE	$2.86	91521400-54100	SUPPLIES	$2.86
	K81006/1	KEYS	$5.10	91521400-54100	SUPPLIES	$5.10
	K80652/1	SUPPLIES FOR 6500	$9.37	91521400-54100	SUPPLIES	$9.37
	K8146/1	SUPPLIES AS NEEDED	$12.44	91521400-54100	SUPPLIES	$12.44
	K82102/1	SUPPLIES AS NEEDED	$21.22	91521400-54100	SUPPLIES	$21.22
	k79453/1	UVFD SUPPLIES AS NEEDED	$21.49	91521400-54100	SUPPLIES	$21.49
	K79600/1	UVFD SUPPLIES AS NEEDED	$43.67	91521400-54100	SUPPLIES	$43.67
	K80238/1	SUPPLIES AS NEEDED	$80.46	91521400-54100	SUPPLIES	$80.46
					Vendor Total:	$196.61

List of Checks Presented for Approval on 11/17/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MILLVIEW COUNTY WATER DISTRICT	UVFD OCT 17	WATER SERVICES LOVERS LANE	$81.68	*91521400-55210*	*UTILITIES*	*$81.68*
					Vendor Total:	*$81.68*
PG&E CO	UVFD 1522-8	GAS & UTILITIES	$37.00	*91521400-55210*	*UTILITIES*	*$37.00*
	UVFD 6124-2	GAS AND ELECTRIC SERVICE	$1,048.15	*91521400-55210*	*UTILITIES*	*$1,048.15*
					Vendor Total:	*$1,085.15*
PUBLIC SERVICE DEPARTMENT	OCT 17	SEWAR CHARGES OCT 17	$128.32	*91521400-55210*	*UTILITIES*	*$128.32*
					Vendor Total:	*$128.32*
REDWOOD FORD	126444	PARTS AND SERVICE AS NEEDED	$11.34	*91521400-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$11.34*
	126443	PARTS AND SERVICE AS NEEDED	$17.93	91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	$17.93
	126401	PARTS AND SERVICE AS NEEDED	$34.58	*91521400-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$34.58*
					Vendor Total:	*$63.85*
ROGINA WATER COMPANY	0380 UVFD OCT 17	WATER SERVICE-SOUTH STATION	$24.00	*91521400-55210*	*UTILITIES*	*$24.00*
					Vendor Total:	*$24.00*
UKIAH DAILY JOURNAL	UVFD 0001088553	UVFD PUBLIC MEETING NOTICE	$91.65	*91521400-54100*	*SUPPLIES*	*$91.65*
					Vendor Total:	*$91.65*
US BANK EQUIPMENT FINANCE	343681359	COPIER LEASE	$152.10	*91521400-54500*	*EQUIP RENTS AND LEASES*	*$152.10*
					Vendor Total:	*$152.10*
WILLOW COUNTY WATER DIST	10010 UVFD OCT 17	WATER SERVICES - SOUTH STATION	$47.62	*91521400-55210*	*UTILITIES*	*$47.62*
					Vendor Total:	*$47.62*
					INVOICE TOTAL:	***$5,884.70***

List of Checks Presented for Approval on 11/30/2017

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

Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AFLAC	UVFD 135328	UVFD AFLAC 11/2017	$73.70	*20700000-20656*	*UVFD AFLAC*	*$73.70*
					Vendor Total:	*$73.70*
AT&T	UVFD 000010458912	TELEPHONE	$39.94	*91521400-55100*	*TELEPHONE*	*$39.94*
					Vendor Total:	*$39.94*
CALIFORNIA EXTERMINATORS ALLIANCE	UVFD 593613	BUILDING MAINTENANCE & REPAIR	$102.00	*91521400-52100*	*CONTRACTED SERVICES*	*$102.00*
					Vendor Total:	*$102.00*
LIFE ASSIST	UVFD 823638	OPERATIONAL SUPPLIES EMS	$33.20	*91521400-54100*	*SUPPLIES*	*$33.20*
					Vendor Total:	*$33.20*
NICK BARBIERI TRUCKING LLC	UVFD 1885844	FUEL, FLUIDS & LUBRICANTS	$947.47	*91521400-56210*	*FUEL & FLUIDS*	*$947.47*
	UVFD 1889548	FUEL, FLUIDS, & LUBRICANTS	$1,479.39	*91521400-56210*	*FUEL & FLUIDS*	*$1,479.39*
					Vendor Total:	*$2,426.86*
PETERSON TRUCKS INC	UVFD 278346P	PARTS AS NEEDED	$132.58	*91521400-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$132.58*
	UVFD 278378P	PARTS AS NEEDED	$292.78	*91521400-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$292.78*
					Vendor Total:	*$425.36*
PG&E CO	UVFD 6833-2	UTILITIES	$499.83	*91521400-55210*	*UTILITIES*	*$499.83*
					Vendor Total:	*$499.83*
PRINCIPAL LIFE	17-10 UVFD PRIN LIFE	HEALTH, LIFE, DENTAL INSURANCE PREMIUMS	$655.08	*20700000-20661*	*UVFD HEALTH INS*	*$655.08*
					Vendor Total:	*$655.08*
PROSPECTOR FUND	UVFD DEC 17	TALMAGE PROPERTY LOAN PAYMENT	$2,300.00	*91521400-70201*	*LOAN PRINCIPAL PAYMENTS*	*$690.00*
				91521400-70201	*LOAN PRINCIPAL PAYMENTS*	*$1,610.00*
					Vendor Total:	*$2,300.00*

List of Checks Presented for Approval on 11/30/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
RAY A MORGAN COMPANY	UVFD 1818483	COPIER LEASE AND USAGE CHARGES	$47.94	*91521400-52100*	*CONTRACTED SERVICES*	*$47.94*
					Vendor Total:	*$47.94*
RESPECTECH	UVFD 34668	TELEPHONES	$172.00	*91521400-55100*	*TELEPHONE*	*$172.00*
					Vendor Total:	*$172.00*
SAVINGS BANK OF MENDOCINO COUNTY	UVFD DEC 17	LOVERS LANE LOAN PAYMENT	$1,945.41	*91521400-70201*	*LOAN PRINCIPAL PAYMENTS*	*$583.62*
				91521400-70201	*LOAN PRINCIPAL PAYMENTS*	*$1,361.79*
					Vendor Total:	*$1,945.41*
UKIAH DAILY JOURNAL	UVFD 0006062755	PUBLICATION	$77.35	*91521400-54100*	*SUPPLIES*	*$77.35*
					Vendor Total:	*$77.35*
WASTE MANAGEMENT	UVFD 2718822-2561-5	GARBAGE SERVICE NORTH STATION	$56.82	*91521400-61425*	*ALLOCATED UTILITIES*	*$56.82*
	UVFD 2718824-2561-1	GARBAGE SERVICE SOUTH STATION	$56.82	*91521400-61425*	*ALLOCATED UTILITIES*	*$56.82*
					Vendor Total:	*$113.64*
WITMER PUBLIC SAFETY GROUP	UVFD E1636096	SUPPLIES AS NEEDED	$69.17	*91521400-54100*	*SUPPLIES*	*$69.17*
	UVFD E1611537	SUPPLIES AS NEEDED	$940.49	*91521400-54100*	*SUPPLIES*	*$940.49*
	UVFD E1620898.001	SUPPLIES AS NEEDED	$1,907.00	*91521400-54100*	*SUPPLIES*	*$1,907.00*
					Vendor Total:	*$2,916.66*
					INVOICE TOTAL:	***$11,828.97***

Agenda Item No.: 7b

MEETING DATE/TIME: 12/20/2017

PEAK ITEM NO: COU-235-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Possible Adoption of the Proposed Cannabis Cultivation Ordinance

DEPARTMENT: Community Development **PREPARED BY:** Darcy Vaughn

ATTACHMENTS:

Attachment 1 - Cannabis Cultivation Ord INTRODUCED

Summary: The City Council will possibly adopt a proposed Cannabis Cultivation Ordinance.

Background: Over the past two years, the City has considered a series of City Code amendments related to new cannabis laws and regulations enacted by the State of California. Guided by the Marijuana Ad Hoc Committee comprised of Council members Mulheren and Brown, the City Manager, Community Development Director, Planning Manager, City Attorney, Assistant City Attorney, and Chief of Police, the process of bringing the City Code into compliance with the new State cannabis laws began after the adoption of the California Medical Marijuana Regulation and Safety Act ("MMRSA") in 2015. In response to MMRSA, the City Council adopted the Medical Marijuana Dispensaries Ordinance. After California voters approved Proposition 64, or the Adult Use of Marijuana Act ("AUMA"), in November 2016, and the legislature adopted the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), in June 2017, a new set of State guidelines for regulating medical and recreational cannabis emerged.

Because of the complexity of the new State laws, the Ad Hoc believed that the most efficient way to create new local cannabis regulations in response to the State laws was to draft separate ordinances based on particular policy objectives. As such, the Ad Hoc drafted three ordinances: (1) a clean-up amendment to the Medical Marijuana Dispensaries Ordinance, which the Council has already reviewed and adopted; (2) a Cannabis

RECOMMENDED ACTION: Staff requests that the Council adopt the proposed Cannabis Cultivation Ordinance.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Craig Schlatter, Community Development Director; Kevin Thompson, Planning Manager

Approved: Sage Sangiacomo, City Manager

Related Business Ordinance, which the Council is in the process of reviewing; (3) and the Cannabis Cultivation Ordinance (Attachment 1) discussed here and that was introduced (unanimously) by title only at the Council's December 6, 2017 meeting. Finally, as a final item of discussion for local cannabis policy in response to State laws, the Ad Hoc has concluded that a regulated environment is preferable to a black market, and that as such, a discussion of commercial, adult-use retail regulation will be warranted in the near future.

Discussion: The Marijuana Ad Hoc and staff believe that the City's current law regarding cannabis cultivation is not in compliance with current State law. The AUMA states that cities and counties cannot ban, but can reasonably regulate, personal cultivation for recreational use of up to six living marijuana plants per household. The Ukiah City Code (UCC) currently allows cultivation of up to twelve mature plants and twenty-four immature plants for medical use by a qualified patient. Another state law, SB 420, also known as the "Medical Marijuana Program" ("MMP"), states that a qualified patient may "maintain no more than six mature or 12 immature marijuana plants". The personal, medical cultivation limit from the MMP has not been repealed, even by implication, and, in fact, has been confirmed by recent State cannabis law.

The Ad Hoc and staff have opted to simplify the City's approach to regulating personal cultivation and not differentiate between personal, indoor cultivation for medical use and for recreation use. Instead, the proposed Cannabis Cultivation Ordinance consolidates the approaches from the AUMA and MMP and changes the applicable provisions of the UCC to allow personal, indoor cultivation of no more than six mature or twelve immature marijuana plants per household. Immature marijuana plants, for purposes of the Ordinance, may not be any larger than twelve inches in height and twelve inches in width.

The proposed Cannabis Cultivation Ordinance also removes the requirement that only a qualified patient may cultivate cannabis for personal use within the restrictions imposed by the UCC. In addition, the Ordinance indicates that commercial cannabis cultivation within the City will not be unlawful or a public nuisance if conducted in accordance with certain provisions of the Zoning Code. However, these provisions of the Zoning Code will only allow operation of a commercial cannabis cultivation business if the proposed Cannabis Business Ordinance goes into effect. If the Cannabis Business Ordinance does not go into effect, commercial cultivation, except to the limited extent already allowed in the Medical Marijuana Dispensaries Ordinance, will remain illegal.

With regard to regulating indoor cultivation to mitigate negative effects, the Cannabis Cultivation Ordinance explicitly requires anyone cultivating cannabis indoors for personal use to obtain all required permits for development or conversion of indoor cultivation space. In addition, the Ordinance sets forth a number of standards and requirements for indoor cultivation for personal use, such as compliance with the Building and Fire Codes and mitigation measures for the negative effects of indoor cultivation such as odors, water damage, mold, waste water discharge, and light pollution.

The current version reflects a wide array of community, Planning Commission, City staff, and Council input. The Ordinance is now ready for consideration for adoption.

CEQA Compliance:
The proposed City ordinance is not subject to CEQA pursuant to Sections 15060(c)(2) and 15061(b)(3) of the State CEQA Guidelines, because it will not result in a direct or reasonably foreseeable indirect physical change in the existing environment and because there is no possibility that it may have a significant effect on the environment.

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING VARIOUS SECTIONS OF THE UKIAH CITY CODE REGULATING PERSONAL AND COMMERCIAL CANNABIS CULTIVATION

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

SECTION 1 – FINDINGS

The City Council finds:

1. State law now allows the indoor cultivation of not to exceed six (6) marijuana plants for personal use in a residential or a detached accessory structure on a parcel.

2. Indoor cultivation of cannabis can cause public nuisance impacts, such as odor, and negative impacts on the structure in which the cultivation occurs, such as excessive moisture, risk of fire from indoor grow lights and discharge of toxic chemicals and fertilizers to the sewer system.

3. State law allows the City to regulate the indoor cultivation of marijuana.

4. This Ordinance places reasonable conditions on the indoor cultivation of cannabis as now allowed by State law to avoid or reduce the risk of public nuisance impacts and adverse impacts on the housing stock in the City of Ukiah and the residents of housing in which marijuana is grown.

SECTION 2

Section 6093 in Article 10 of Chapter 1 in Division 7 of the Ukiah City Code is hereby amended to read as follows:

§ 6093 MARIJUANA CULTIVATION PROHIBITED
A. Outdoor cultivation of marijuana, or indoor cultivation in excess of six (6) mature plants or twelve (12) immature plants per private residence, as defined in Health and Safety Code § 11362.2(b)(5) or as may be amended, for personal use, within the city limits of the City of Ukiah in violation of Section 9254 of this Code is prohibited and constitutes a violation of this article.

B. All structures used for indoor cultivation and all methods of indoor cultivation must comply with all requirements and standards set forth in Section 9254 of this Code.

C. Any person violating any provision of this article shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed one thousand dollars ($1,000.00), by imprisonment in the county jail not to exceed six (6) months or by both a fine and imprisonment.

SECTION 3

Article 19 of Chapter 2 in Division 9 of the Ukiah City Code is hereby amended to read as follows:

§ 9254 MARIJUANA CULTIVATION

A. Definitions: As used herein the following definitions shall apply:

CULTIVATION: The planting, growing, harvesting, drying, or processing of marijuana plants or any part thereof.

FULLY ENCLOSED AND SECURE STRUCTURE: A space within a building that complies with the California building code, as adopted in the city of Ukiah ("CBC"), or, if exempt from the permit requirements of the CBC, that has a complete roof enclosure supported by connecting walls extending from the ground to the roof, a foundation, slab or equivalent base to which the floor is secured by bolts or similar attachments, is secure against unauthorized entry, and is accessible only through one or more lockable doors. Walls and roofs must be constructed of solid materials that cannot be easily broken through, such as two inch by four inch (2" x 4") or thicker studs overlaid with three-eighths inch (3/8") or thicker plywood or the equivalent. Plastic sheeting, regardless of gauge, or similar products do not satisfy this requirement. If indoor grow lights or air filtration systems are used, they must comply with the California building, electrical, and fire codes as adopted in the city of Ukiah.

IMMATURE MARIJUANA PLANT: A marijuana plant, whether male or female, that has not yet flowered and which does not yet have buds that are readily observed by unaided visual examination, and which is less than twelve (12) inches in height and less than twelve (12) inches in width.

INDOORS: Within a fully enclosed and secure structure.

MATURE MARIJUANA PLANT: A marijuana plant, whether male or female, that has flowered and which has buds that are readily observed by unaided visual examination.

OUTDOOR: Any location within the city of Ukiah that is not within a fully enclosed and secure structure.

PARCEL: Property assigned a separate parcel number by the Mendocino County assessor.

B. Cultivation of Marijuana:

1. Outdoor Cultivation: It is hereby declared to be unlawful and a public nuisance for any person owning, leasing, occupying, or having charge or possession of any parcel within any zoning district in the city of Ukiah to cause or allow such premises to be used for the outdoor cultivation of marijuana plants.

2. Indoor Cultivation for Personal Use in Residential Zoning Districts:

a. Except as permitted in Division 6, Chapter 8 of this code, it is hereby declared to be unlawful and a public nuisance for any person owning, leasing, occupying, or having charge or possession of any parcel within any residential zoning district (R-1, R-2, R-3 and CN districts) in the City of Ukiah to cause or allow such parcel to be used for the cultivation of more than six (6) mature and twelve (12) immature marijuana plants within a fully enclosed and secure structure on the parcel.

b. All structures used for indoor cultivation must be legally constructed with all applicable permits such as grading, building, electrical, mechanical and plumbing. All indoor cultivation structures shall be equipped with an odor control filtration and ventilation system adequate to prevent odor outside the cultivation area, humidity, or mold. In the event that cannabis is cultivated indoors in a structure designed or used for residential occupancy, the area in which the cannabis is cultivated shall be on a separate ventilation system from the habitable areas of the structure.

c. Any structure designed or used for residential occupancy where cannabis is grown indoors for personal use shall maintain a kitchen and bathroom(s) for their intended use, and the kitchen, bathroom(s), and bedroom(s) shall not be used for cannabis cultivation.

d. The indoor cultivation of cannabis must comply with all applicable state and local laws, including fire and building codes.

e. Light systems for indoor cultivation of cannabis shall be fully shielded, including adequate coverings on windows, so as to confine light and glare to the interior of the structure.

f. All electrical equipment used in the indoor cultivation of cannabis shall be plugged directly into a wall outlet or otherwise hardwired and such outlet or wiring must comply with the most recent edition of the California Electrical Code and any other applicable Codes. The use of extension cords to supply power to electrical equipment used in the indoor cultivation of cannabis is prohibited.

g. The use of gas products (CO^2, butane, etc.) for indoor cannabis cultivation or processing in a residence or a detached accessory building is prohibited.

h. A waterproof membrane or other waterproof barrier shall be installed in the cultivation area and beneath individual plants to protect the floor of the indoor cultivation area from water damage.

i. No effluent, including but not limited to, waste products, chemical fertilizers or pesticides shall be discharged into drains, septic systems, community sewer systems, water systems or other drainage systems including those that lead to rivers and streams as a result of indoor cultivation of cannabis.

3. Indoor Commercial Cultivation Of Marijuana: It is hereby declared to be unlawful and a public nuisance for any person owning, leasing, occupying, or having charge or possession of any parcel within the City of Ukiah to cause or allow such parcel to be used for the commercial cultivation of marijuana, unless (a) the person is operating a medical marijuana dispensary pursuant to a valid dispensary use permit, within the C1, C2, CN, M, and PD (commercial) zoning districts and in the GU, UC, and DC downtown zoning districts, and the space devoted to on-site cultivation at the permitted dispensary does not exceed twenty-five percent (25%) of the total floor area, but in no case more than five hundred (500) square feet; or (b) the person is operating a commercial Cannabis Cultivation business of any type in compliance with all requirements set forth in Sections 9261, 9262, and 9278 of this Code and with all applicable State laws and regulations including licensing requirements.

4. Public Nuisance Prohibited: It is hereby declared to be unlawful and a public nuisance for any person owning, leasing, occupying, or having charge or possession of any parcel within

the city of Ukiah to create a public nuisance in the course of cultivating marijuana plants or any part thereof in any location, indoor or outdoor. A public nuisance may be deemed to exist, if such activity produces: a) odors which are disturbing to people of normal sensitivity residing or present on adjacent or nearby property or areas open to the public, b) repeated responses to the parcel from law enforcement officers, c) a repeated disruption to the free passage of persons or vehicles in the neighborhood, d) excessive noise which is disturbing to people of normal sensitivity on adjacent or nearby property or areas open to the public, or e) any other impacts on the neighborhood which are disruptive of normal activity in the area.

C. Enforcement:

1. Public Nuisance: The violation of this section is hereby declared to be a public nuisance.

2. Abatement: A violation of this section may be abated by the city attorney by the prosecution of a civil action for injunctive relief and by the summary abatement procedure set forth in subsection C3 of this section.

3. Summary Abatement Procedure:

a. The code enforcement officer and the director of planning, or his or her designee (hereafter, the "enforcement official"), are hereby authorized to order the abatement of any violation of this section by issuing a notice to abate. The notice shall:

(1) Describe the location of and the specific conditions which represent a violation of this section and the actions required to abate the violation.

(2) Describe the evidence relied upon to determine that a violation exists, provided that the enforcement official may withhold the identity of a witness to protect the witness from injury or harassment, if such action is reasonable under the circumstances.

(3) State the date and time by which the required abatement actions must be completed.

(4) State that to avoid the civil penalty provided in subsection C3a(8) of this section and further enforcement action, the enforcement official must receive consent to inspect the premises where the violation exists to verify that the violation has been abated by the established deadline.

(5) State that the owner or occupant of the property where the violation is located has a right to appeal the notice by filing a written notice of appeal with the city clerk by no later than three (3) business days from the service of the notice. The notice of appeal must include an address, telephone number, fax number, if available, and e-mail address, if available. The city may rely on any of these for service or notice purposes. If an adequate written appeal is timely filed, the owner or occupant will be entitled to a hearing as provided in subsection C3c of this section.

(6) State that the order to abate the violation becomes final if a timely appeal is not filed or upon the issuance of a written decision after the appeal hearing is conducted in accordance with subsection C3c of this section.

(7) State that a final order of abatement may be enforced by application to the superior court for an inspection and/or abatement warrant or other court order.

(8) State that a final order to abate the nuisance will subject the property owner and the occupant to a civil penalty of five hundred dollars ($500.00) for each day that the violation continues after the date specified in the notice under subsection C3a(3) of this section, when the violation must be abated. The penalty may be recovered through an ordinary civil action, or in connection with an application for an inspection or nuisance abatement warrant.

(9) State that in any administrative or court proceeding to enforce the abatement order the prevailing party is entitled to recover reasonable attorney fees from the other party or parties to the action, if the city elects, at the initiation of an individual action or proceeding, to seek recovery of its own attorney fees. In no action, administrative proceeding, or special proceeding shall an award of attorney fees to a prevailing party exceed the amount of reasonable attorney fees incurred by the city in the action or proceeding.

b. The notice described in subsection C3a of this section shall be served in the same manner as summons in a civil action in accordance with article 3 (commencing with section 415.10) of chapter 4 of title 5 of part 2 of the Code of Civil Procedure, or by certified mail, return receipt requested, at the option of the city. If the owner of record, after diligent search cannot be found, the notice may be served by posting a copy thereof in a conspicuous place upon the property for a period of ten (10) days and publication thereof in a newspaper of general circulation pursuant to Government Code section 6062.

c. Not sooner than five (5) business days after a notice of appeal is filed with the city clerk, a hearing shall be held before the city manager or a hearing officer designated by the city manager to hear such appeals. The appellant shall be given notice of the date, time and place of the hearing not less than five (5) days in advance. The notice may be given by telephone, fax, e-mail, personal service or posting on the property. At the hearing, the enforcement official shall present evidence of the violation, which may include, but is not limited to, incident and police reports, witness statements, photographs, and the testimony of witnesses. The property owner and the occupant of the property where the violation is alleged to exist shall have the right to present evidence and argument in their behalf and to examine and cross examine witnesses. The property owner and property occupant are entitled at their own expense to representation of their choice. At the conclusion of the hearing, the city manager or hearing officer shall render a written decision which may be served by regular first class mail on the appellants.

d. A final order to abate the nuisance will subject the property owner or owners and any occupant or occupants of the property who are cultivating marijuana in violation of this section to a civil penalty of five hundred dollars ($500.00) for each day that the violation continues after the date specified in the notice under subsection C3a(3) of this section, when the violation must be abated. The enforcement official or the city manager or hearing officer hearing an appeal pursuant to subsection C3c of this section may reduce the daily rate of the civil penalty for good cause. The party subject to the civil penalty shall have the burden of establishing good cause, which may include, but is not limited to, a consideration of the nature and severity of the violation, whether it is a repeat offense, the public nuisance impacts caused by the violation, and the violator's ability to pay. The daily penalty shall continue until the violation is abated. The penalty may be recovered through an ordinary civil action, or in connection with an application for an inspection or nuisance abatement warrant.

4. Violation: Cultivation of marijuana on parcels within the city that does not comply with this section constitutes a violation of the zoning ordinance and is subject to the penalties and enforcement as provided in article 22 of this chapter.

5. Penalties Not Exclusive: The remedies and penalties provided herein are cumulative, alternative and nonexclusive. The use of one does not prevent the use of any others and none of these penalties and remedies prevent the city from using any other remedy at law or in equity which may be available to enforce this section or to abate a public nuisance.

SECTION 4.

1. SEVERABILITY.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Ukiah hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

2. EFFECTIVE DATE. This Ordinance shall be published as required by law in a newspaper of general circulation in the City of Ukiah, and shall become effective thirty (30) days after its adoption.

Introduced by title only on December 6, 2017, by the following roll call vote:

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

Adopted on _____, 2017 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Kevin Doble, Mayor

ATTEST:

_____
Kristine Lawler, City Clerk

Agenda Item No.: 7c

MEETING DATE/TIME: 12/20/2017

PEAK ITEM NO: COU-234-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Report and Possible Adoption of An Updated Resolution Regarding Annual Mobilehome Park Rent Stabilization Administration Fees

DEPARTMENT: Clerk/Admin **PREPARED BY:** Kristine Lawler

ATTACHMENTS:

Attachment 1 - Ordinance 1126
Attachment 2 - Resolution 2012-17
Attachment 3 - Revenue-Expenditure History
Attachment 4 - MHP Cost Assessment
Attachment 5 - Civil Code Section 798-17
Attachment 6 - Draft Resolution (redline and clean)

Summary: Council will consider a resolution to amend and update the arbitration and administrative costs related to the mobilehome park stabilization account as part of their annual review.

Background: In October 2010, the City Council adopted Ordinance 1126 (Attachment 1), to provide regulation surrounding mobilehome park rent increases and pass-through costs. In April 2012, the Council adopted Resolution 2012-17 (Attachment 2), which adopted rent stabilization administration fees corresponding to Section 2715 of the Ordinance. At the time that the resolution was adopted, a reasonable estimate for the

RECOMMENDED ACTION: Adopt the Resolution to amend and update the arbitration and administrative costs; and direct staff to charge the mobilehome park stabilization account annually to cover arbitration and administrative costs, and only invoice the mobilehome park owners/residents when the balance in the account falls below the estimated costs for arbitration and administrative activities.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 90000000.23251 - Mobile Home Rent Control Administration Deposit

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Dan Buffalo, Finance Director; David Rapport, City Attorney

Approved: Sage Sangiacomo, City Manager

annual administration costs to administer the Ordinance, including potential arbitrations, was assessed at $18,336. This amount divided by the full number of mobilehome park spaces (382) is what determined the annual fee of $48 per space, to be reviewed and possibly charged to mobilehome park owners.

Following the adoption of Resolution 2012-17, revenues were received and expenditures paid, leaving a total balance in the account of $27,039.50 (please see Attachment 3 for detailed Revenue/Expenditure Report), which surpassed the $18,336 amount assessed in the Resolution. Therefore, in the past few years, with no need for arbitration, the Council has opted to waive the annual fee.

On March 15, 2017, during the annual review of the fees, Councilmember Crane brought up the concern that if a fee is not applied each year, it will 'cease to exist' in the minds of those it is applicable to. Additionally, he noted that there is indeed an annual administrative cost to the City to review, process, bring to Council, and notify park owners of Council action each year, which he felt should be included as a base cost. Councilmember Crane proposed that there could be a nominal fee to cover those costs and to keep the annual fee in the forefront of mobilehome park owners and residents' minds. The subsequent motion from that meeting was to waive the fee for the fiscal year 2016-17, but to bring back to Council a detailed cost analysis of the fees before the end of the calendar year.

Discussion: Council is being asked to review the information given in this report and attachments, and to consider whether or not to charge an annual fee to mobilehome park owners/residents to cover base administrative costs incurred by the City each year as a result of routine review and maintenance of the mobilehome park stabilization account; and to consider adopting an amended resolution updating the cost assessment. Points to consider are as follows:

- State Proposition 26 (Attachment 3) defines what is a fee and what is a tax. Fees related to services that the City charges should be based off of estimated cost of providing such services. Otherwise it could be considered a tax and subject to voter approval.

- Resolution 2012-17 assesses the arbitration/admin costs at $18,336; however, the current estimate for this service is $7,611 (Attachment 4; Note: at the time the original assessment was provided, it is believed that due to the amount of controversy at the time, the arbitration and administrative costs were much higher).

- The current estimated annual cost of City administrative services (Attachment 4) to administer the requirements per Resolution 2012-17 are: Invoiced = $611.02; Not Invoiced = $209.15.

- The current balance in the mobilehome park stabilization account (10000000.44840) is $27,039.50.

- City Code Section 2715 says that the owner can pass through to the tenant of the space 50 percent of the fees assessed for that space; and Resolution 2012-17 called for a $48 charge per space based on the full number of spaces (382) divided by the assessed amount ($18,336). However, per Civil Code Section 798.17 (Attachment 5), any mobilehome park residents with a rental agreement in excess of 12 month's duration are not subject to a local ordinance or resolution. Additionally, vacant spaces are also not charged. This means that mobilehome park owners can only pass the costs on to renters whose agreements are less than 12 months, which places a higher cost to the remaining renters. Due to the overriding civil code and changing mobilehome park vacancies, making a determination of the exact number of spaces that are required to pay will change each year.

An additional change made to the resolution is in regards to the when the fee is due. Previously, it was due on April 30th each year, with the council review taking place with the budget review in May and June of the previous calendar year. However, the number of billable spaces would change in that 10-month period, altering the elements from what the Council reviewed. To keep the billing close to the review process, the due date has been changed to July 30th, just after the budget review and approval.

2

STAFF RECOMMENDATION: Staff is recommending to adopt the Resolution (Attachment 6 – redline and clean) to amend and update the arbitration and administrative costs; charge the mobilehome park stabilization account annually to cover the City administrative costs to maintain the requirements laid out in the newly adopted Resolution; and only invoice the mobilehome park owners/residents when the balance in the account falls below the estimated costs for arbitration and administrative activities. Furthermore and in an effort to address awareness concerns, Staff will explore and implement an annual educational program to inform the park owners and tenants of the ordinance requirements, and include those actions and results in the yearly report to Council.

3

ORDINANCE NO. 1126

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING A NEW CHAPTER 8, ENTITLED: "MOBILEHOME RENT STABILIZATION," TO DIVISION 1 OF THE UKIAH CITY CODE.

SECTION ONE.

The City Council of the City of Ukiah hereby ordains that a new Chapter 8, entitled "Mobilehome Rent Stabilization" is hereby added to Division 1 of the Ukiah City Code to read as follows.

DIVISION 1 BUILDING

CHAPTER 8 MOBILEHOME RENT STABILIZATION

2700: FINDINGS AND PURPOSE.

(A) The State of California has recognized, by the adoption of special legislation regulating tenancies of mobilehome owners in mobilehome parks, that there is a significant distinction between homeowners in mobilehome parks and other dwelling units, and the State likewise has recognized that homeowners in mobilehome parks, unlike apartment tenants or residents of other rental stock, are in the unique position of having made a substantial investment in a residence, the space for which is rented or leased as distinguished from owned.

The physical removal and relocation of a mobilehome from a rented or leased space within a mobilehome park can be accomplished only at substantial cost and inconvenience with a limited concurrent ability to find another location and, in many instances, the removal requires a separation of the mobilehome unit from appurtenances which have been made permanent, thus creating severe damage and depreciation in value to the mobilehome.

Because of the limited availability of vacant spaces in mobilehome parks, the age and condition of some mobilehomes and the cost of moving mobilehomes, it is extremely difficult, if not impossible, to move a mobilehome from one park to another within the City.

(B) There is presently within the City and the surrounding areas a shortage of sites for the placement of mobilehomes.

(C) According to the Ukiah General Plan Housing Element, mobilehomes presently constitute an important source of housing for persons of extremely low,

very low, low, and moderate income levels, who as a group are unable to afford unreasonably large rent increases.

(D) A large number of persons living in mobilehomes are elderly, some of whom live on small fixed incomes. These persons may expend a substantial portion of their income on rent and may not be able to afford other housing within the City.

(E) Rents for sites within mobilehome parks in the City have, prior to the adoption of this chapter, increased substantially, with recent increases in one park exceeding by a substantial amount the annual increase in the cost of living.

(F) Space rent increases at the time of sale or other transfer of a mobilehome within a park have been shown to be substantially over the pre-transfer rent. Such large rent increases at the time of sale of a mobilehome may unfairly depress the sales price of the mobilehome and work an economic hardship on the mobilehome owner. The annual rent increases and vacancy control provisions of this chapter prevent this economic hardship while protecting the property rights of owners.

(G) Because of the space shortage and potential for rapidly rising rents, regulation is necessary to assure that economic hardship to a substantial number of mobilehome owners in the City, many of whom are senior citizens on low fixed incomes, does not occur.

(H) It is the purpose of this chapter to establish a speedy and efficient method of reviewing certain requested mobilehome space rent increases in mobilehome parks to protect mobilehome owners from arbitrary, capricious or unreasonable site rent adjustments while insuring owners and/or operators and investors a fair and reasonable return on their investment in their mobilehome park.

§2701: DEFINITIONS.

For the purpose of this chapter, the following words, terms and phrases shall be defined as follows:

(A) "Affected mobilehome owners" means those mobilehome owners whose space is not covered by a valid lease meeting the requirements of section 798.17(b) of the California Civil Code or otherwise legally exempt from local rent control regulation.

(B) "Arbitrator" means a person who is neither a mobilehome owner nor has an interest in a mobilehome park of a nature that would require disqualification under the provisions of the Political Reform Act if the person were a designated City employee, has experience in analysis of financial records, and meets one of the following criteria:

(1) Licensed attorney or CPA who is qualified by experience or training to conduct the arbitrations authorized by this chapter.

(2) Membership in the American Arbitration Association with expertise in rental dispute arbitration; or

(3) Service as a judge in a state or federal court.

(C) "Capital improvement" means those improvements which directly and primarily benefit and serve the existing mobilehome owners by materially adding to the value of the park or adapting it to new uses, and which are required to be amortized over the useful life of the improvements pursuant to the provisions of the Internal Revenue Code. "Capital improvement costs" means all costs reasonably and necessarily related to the planning, engineering and construction of capital improvements and shall include debt service costs, if any, incurred as a direct result of the capital improvement. Capital improvement does not include ordinary maintenance or repairs or Capital replacements.

(D) "Capital replacement" means a capital expenditure as defined by the Internal Revenue Code which replaces, upgrades or repairs an existing improvement, such as, but not limited to, an on-site water or electrical distribution or sewage collection system, a street, a parking area, or common facility, such as a laundry, community kitchen or meeting room. If the expenditure qualifies for treatment as a capital expenditure which must be depreciated under the Internal Revenue Code, it is a capital replacement. If it can be fully deducted in one year as a business expense, it does not qualify as a capital replacement.

(E) "City" means the City of Ukiah, California.

(F) "Clerk" means Clerk of the Ukiah Mobilehome Rent Stabilization Program, who shall be an employee or independent contractor designated by the City Manager as the Clerk and assigned the Clerk's duties as prescribed by this chapter or as needed for the proper implementation of this chapter.

(G) "Consumer Price Index" or "CPI" means the Consumer Price Index for all urban consumers in the San Francisco/Oakland/San Jose area published by the United States Bureau of Labor Statistics.

(H) "Department" means the Department of Community Development of the City of Ukiah.

(I) "MRL" means the California Mobilehome Residency Law.

(J) "Mobilehome" means

(1) a structure designed for human habitation and for being moved on a street or highway under permit pursuant to Section 35790 of the Vehicle Code, including a manufactured home, as defined in Section 18007 of the Health and Safety Code, and a mobilehome, as defined in Section 18008 of the Health and Safety Code, but, except as provided in subdivision (2), does not include a recreational vehicle, as defined in Section 799.29 of the Civil Code and Section 18010 of the Health and Safety Code or a commercial coach as defined in Section 18001.8 of the Health and Safety Code.

(2) "Mobilehome," for purposes of this chapter, also includes trailers and other recreational vehicles of all types defined in Section 18010 of the Health and Safety Code, other than motor homes, truck campers, and camping trailers, which are used for human habitation, if the occupancy criteria of either paragraph (i) or (ii), as follows, are met:

(i) The trailer or other recreational vehicle occupies a mobilehome site in the park, on November 15, 1992, under a rental agreement with a term of one month or longer, and the trailer or other recreational vehicle occupied a mobilehome site in the park prior to January 1, 1991.

(ii) The trailer or other recreational vehicle occupies a mobilehome site in the park for nine or more continuous months commencing on or after November 15, 1992.

"Mobilehome" does not include a trailer or other recreational vehicle located in a recreational vehicle park subject to Chapter 2.6 (commencing with Section 799.20) of the Civil Code.

(K) "Mobilehome park" or "park" means any area of land within the City of Ukiah where two or more mobilehome spaces are rented, or held out for rent, to accommodate mobilehomes used for human habitation.

(L) "Mobilehome space" means the site within a mobilehome park intended, designed or used for the location or accommodation of a mobilehome and any accessory structures or appurtenances attached thereto or used in conjunction therewith.

(M) "Mobilehome owner" means a person who is the owner of a mobilehome and legally occupies the mobilehome within a mobilehome park. Unless otherwise indicated, mobilehome owner includes tenants.

(N) "Owner" means the owner or operator of a mobilehome park or an agent or representative authorized to act on said owner's or operator's behalf in connection with the maintenance or operation of such park.

(O) "Party" as used in this chapter refers to any affected mobilehome owner and/or owner involved in proceedings under this chapter.

(P) "Prospective mobilehome owner" means a person who is in the process of negotiating a tenancy in a mobilehome park.

(Q) "Rent" means the consideration paid for the use or occupancy of a mobilehome space.

(R) "Rent stabilization administration fee" means the fee established from time to time by resolution of the City Council in accordance with the provisions of the chapter.

(S) "Rent increase" means any increase in base rent charged by an owner to a mobilehome owner or offered to a prospective mobilehome owner.

(T) "Tenant" means the person or persons who have signed a lease of a mobilehome park space as the lessee of the space.

2702: BASE RENT.

Except as provided in this chapter, an owner shall not demand, accept or retain rent for a mobilehome space exceeding the base rent which shall be the rent in effect for that space on the date this section becomes effective (the "Effective Date"). If a previously rented mobilehome space was not rented on the Effective Date, the base rent shall not exceed the rent in effect during the last month the space was rented prior to that date, except as provided in this chapter. For a mobilehome space first rented after the Effective Date, the owner shall establish the base rent. For parks annexed into the City after the Effective Date, the base rent shall be the rent charged on the effective date of a park's annexation into the City.

§2703: CONSUMER PRICE INDEX, UTILITIES AND OTHER PASS THROUGHS.

(A) Consumer Price Index. An owner, once in any 12-month period, may impose a rent increase for a mobilehome space by 100 percent of the percentage increase, if any, in the Consumer Price Index (CPI) during the most recent 12-month period ending in October; provided, however, the rental increase shall not exceed five percent of the previous rent charged for the space. If an owner has obtained a rent increase under subsection 2704(B), the owner may calculate the rent increase allowed by this subsection based upon the approved comparable rent as allowed in subsection 2704(B) instead of upon the actual rent in effect at the time of the increase.

(B) If the change in the CPI exceeds five percent for two consecutive years, the Clerk shall review the maximum rent increase and recommend an ordinance amendment if appropriate.

(C) Government Mandated Expense Pass Through. An owner may pass through to affected mobilehome owners any new or increase in government mandated capital expenditures and operating expenses including taxes (other than the two percent annual increase authorized by California Constitution Article XIIIA, section 2(b)) and assessments, fees and mandated expenses due to code changes subject to the following procedure:

(1) Upon a petition signed by one adult mobilehome owner for each of 50 percent of the spaces subject to rent control in a mobilehome park or 50 spaces, whichever is less, and filed with the Clerk within 30 days of the date the owner gives notice of a government mandated expense pass through to every affected mobilehome owner, the Arbitrator, in accordance with the meet and confer and arbitration procedures provided in this chapter, may disallow or decrease the proposed pass through based upon substantial evidence in the record that the pass through is not legally proper, or is excessive, or that during the pass through period the owner is including an unreasonably high financing cost and/or return on the expense being passed through.

(D) Utilities. If not billed by the utility directly to the mobilehome owner, an owner may separately pass through to a mobilehome owner charges for all utilities, including, but not limited to, sewer, water, garbage, cable T.V., gas and electricity, and any increases in such charges, subject to compliance with Sections 3960-3963. Notwithstanding any provision to the contrary in this section, the owner shall not pass through any charge or expense for gas or electric service to the extent prohibited by section 739.5 of the California Public Utilities Code.

(E) Capital Improvement Pass Through. An owner may charge to the affected mobilehome owner as additional rent the pro rata share of new service and capital improvement costs including reasonable financing costs if, prior to initiating the service or incurring the capital improvement cost, the owner has:

(1) Consulted with the mobilehome owners prior to initiating construction of the improvements or initiating the new service regarding the nature and purpose of the improvements or services and the estimated cost of the improvements or services;

(2) Obtained the prior written consent of at least one adult mobilehome owner in each of a majority of the mobilehome spaces which are occupied by the mobilehome owner to the proposed service or capital improvement. Each space shall have only one vote.

(F) Capital Replacement Pass Through. Notwithstanding the provision of subsection E of this section, an owner may charge to the mobilehome owner as additional rent the pro rata share of capital replacement costs including reasonable financing costs, if not otherwise prohibited by law, subject to the following procedure:

(1) The owner may seek advance approval for the proposed pass through, before undertaking the capital project, by following the procedures set forth in Sections 2709 to 2711. If the increase is approved by the Arbitrator, it shall not be effective until the next regularly scheduled annual rent increase date, provided that the 90-day notice is issued, the expense is actually incurred and that proper verification is submitted. This verification shall include, at a minimum, proof of actual costs and payment to vendors or contractors. In the event that the actual cost of the capital expense is less than the approved amount, the increase shall be adjusted to reflect this decreased amount;

(2) The owner shall give notice of the proposed pass through to each affected mobilehome owner no later than 12 months after completion of the capital replacement work;

(3) Upon a petition signed by one adult mobilehome owner of each of 50 percent of the spaces subject to rent control in a park or 50 spaces subject to rent control, whichever is less, and filed with the Clerk within 30 days of the date the owner gives notice of the pass through to every affected mobilehome owner, the Arbitrator, in accordance with the arbitration procedure provided in this chapter, may disallow or decrease the pass through for capital replacements based upon substantial evidence in the record that the capital replacement was not necessary, or that the cost of the capital replacement was excessive, or that during the pass through period, the owner is including an unreasonably high financing cost and/or return on the expense being passed through. The owner shall have the burden of proving the necessity for and reasonable cost of the capital replacements. In determining whether the owner has met its burden of proving the necessity for and reasonable cost of the capital replacement, the Arbitrator may consider, among other factors, the reasonableness of the owner's history of maintenance of the property or improvement to be replaced. The Arbitrator's review will include, but not necessarily be limited to, the records reflecting past maintenance work and the cost.

(G) All charges passed through by the owner to the mobilehome owners pursuant to subsection C and D of this section and additional rent charged pursuant to subsections E and F of this section must be separate from the base rent and listed separately. All billings used to calculate a pass through or additional rent to mobilehome owners must be disclosed within a reasonable time upon request by a mobilehome owner.

(H) Notice. A written notice of each rent increase or new or increased capital improvement or capital replacement pass through charge made under the provisions of this section shall be filed by the owner with the Clerk, and provided to each affected mobilehome owner, at least 90 days before the rent increase goes into effect or as required by the MRL. The notice shall identify the park and shall specify the dollar amount of the increase, the percentage of the increase, an itemization of all new or increased pass throughs and additional rent charges, the specific space affected, the date the increase will go into effect, how each increase was calculated, and the date the rent on each affected space was last increased. The notice shall also advise each affected mobilehome owner of any right to petition for review of a proposed rent increase and that a petition form may be requested from the Clerk.

(I) Whenever a time period is prescribed for filing an application or petition, the application or petition shall be deemed filed when it is first filed with the Clerk, even if the Clerk determines that the application or petition is not complete, provided that the Clerk determines that application or petition is complete, as a result of additional submissions by the applicant or petitioner, within thirty days of the initial filing.

§2704: IN-PLACE TRANSFER RENT INCREASES—ESTABLISHMENT OF NEW BASE RENT.

(A) Whenever either of the following events occurs, an owner shall be permitted to charge a new base rent for the mobilehome space as provided in this section:

(1) The termination of the tenancy of the affected mobilehome owner in accordance with the MRL (California Civil Code sections 798.55 through 798.60, as amended, excepting section 798.59); or

(2) The voluntary permanent removal of a mobilehome by a mobilehome owner. A removal of the mobilehome from the space for the purpose of performing rehabilitation or capital improvements to the space or for the purpose of upgrading the mobilehome shall not constitute a voluntary removal of the mobilehome.

(B) Upon the sale of a mobilehome in-place, an owner may implement an increase of the base rent for that space in an amount equal to 10% of the rent for that space then in effect.

(C) Except as provided in subsections (A) and (B), an owner may not condition an in-place transfer of a mobilehome or condition assignment of an existing lease to a prospective mobilehome owner, upon agreement to an increased rent in anticipation of the in-place transfer. This subsection shall not apply to specific conditions included in a lease exempt from rent control which

allows an owner to condition assignment in a manner prohibited by this section. For purposes of this subsection, "a lease exempt from rent control" means a lease meeting, in all respects, the criteria of Civil Code section 798.17(b), as such criteria are presently enacted or may hereafter be amended.

§2705: FAIR RETURN RENT INCREASES.

If an owner presents evidence to the Arbitrator, including any financial records requested by the Arbitrator, which proves that the owner is denied a fair return by the rent control provisions of this chapter, the Arbitrator may authorize an increase in rents as deemed appropriate by the Arbitrator to provide a fair return to the owner. The Arbitrator shall use the method set forth in subsection 2711(C) to determine the fair return.

§2706: RENT FREEZE OR RENT ROLLBACK.

(A) Upon the petition signed by one adult mobilehome owner of 50 percent of the spaces subject to rent control in a park or 50 spaces subject to rent control, whichever is less, the Arbitrator may prohibit future rent increases for spaces governed by this chapter, upon its determination that maintenance by the owner has been substantially reduced and is insufficient to adequately maintain the park in a habitable condition. The determination shall be based upon substantial evidence in the record. The prohibition may be continued until the Arbitrator determines that maintenance by the owner has been restored to a reasonable level.

(B) Upon petition by one or more affected mobilehome owners, an Arbitrator may prohibit future rent increases, or order a rollback of the existing rent as to those petitioners, upon its determination that after the Effective Date, an owner instituted a rent increase inconsistent with the criteria established by this chapter. The determination shall be based upon substantial evidence in the record. The prohibition may be continued until the Arbitrator determines that the rent has become consistent with this chapter.

§2707: TIME OF ALLOWED RENT INCREASE/ADJUSTMENT.

(A) Once within a 12-month period, the owner may implement a CPI rent adjustment (subsection 2703(A)), if any, or a fair return increase (Section 2703), but not both.

(B) A capital replacement pass through under subsection 2703(F) may only be implemented on the effective date of the CPI or fair return rent adjustment.

(C) The following increases or adjustments may be implemented at any time during the year:

(1) Government mandated expense pass through (subsection 2703(C));

(2) Utility pass throughs (subsection 2703(D));

(3) Capital improvements (subsection 2703(E));

(4) In-place transfer rent increases (Section 2704).

Any increases subject to arbitration shall be implemented after the final ruling of the Arbitrator.

(D) Rent freeze and rent rollbacks shall be implemented at the time they are ordered (Section 2706).

§2708: ARBITRATION.

(A) Matters Subject to Arbitration.

(1) An owner shall file with the Clerk:

(a) An application seeking to increase space rents beyond 100 percent of the CPI to provide a fair return to the owner as allowed by Section 2705.

(2) Affected mobilehome owners may file with the Clerk:

(a) A petition objecting to a government mandated expense pass through as allowed by subsection 2703(C);

(b) A petition objecting to a capital replacement pass through as allowed by subsection 2703(F);

(c) A petition for rent freeze as allowed by subsection 2706(A);

(d) A petition for rent rollback as allowed by subsection 2706(B).

(B) These petitions and applications shall be decided by the Arbitrator.

(C) Cost of Arbitration. The cost of arbitration shall be paid by the Clerk out of revenue from the rent stabilization administration fee. The Arbitrator may reimburse the City by assessing the cost of the arbitration to either party if the Arbitrator determines that the position taken by the party is frivolous.

§2709: PROCEDURES FOR FAIR RETURN NOTICE AND APPLICATION AND PETITION FORMS.

(A) Notice. At least 10 days prior to submission of a fair return application or a petition to the Clerk, the applicant or petitioner shall mail or deliver a notice and a copy of the application or petition to the owner and each affected mobilehome owner in the park. The notice shall be on a form specified by the Clerk. The supporting documents for the application or petition shall be available for review at the park's office and shall be posted on the City's website. One copy of the supporting documents shall be provided by the applicant or petitioner at no cost to the other party. All fair return notices shall include the following information:

(1) The amount of the rent increase both in dollars and as a percentage of the existing rent, how it was calculated, an itemization of all pass throughs and additional rent charges, information that explains and supports the level of increase proposed including, at a minimum, a summary of the owner's net operating income for the base year and the preceding 24 months and other relevant information that supports the level of rent increase desired, the effective date of the increase and that copies of the supporting documents shall be provided by the owner at no cost to the mobilehome owners' representative and be available to the mobilehome owners at the park's office for inspection and on the City's website;

(2) The name, address and telephone number of the Clerk or designee, a statement to inform the mobilehome owners to contact the Clerk or designee for an explanation of the provisions of this chapter, and that a roster of affected mobilehome owners can be requested from the Clerk; and

(3) A copy of the official petition form which is to be used for the process established by this chapter.

(B) Application/Petition Forms. The application or petition shall be filed with the Clerk on the form prescribed by the Clerk and must be accompanied by all supporting material necessary to support the request. The application and petition shall contain the following declaration: "I declare under penalty of perjury that the foregoing is true and correct." The application shall be dated and subscribed by the applicant(s) and shall state the place of execution.

(1) Within five working days of receipt, the Clerk shall complete a preliminary review of the application or petition. Applications or petitions which are incomplete will not be considered properly filed.

(2) No further action shall take place on applications or petitions which are not properly filed, and the Clerk may decline to accept such application and/or return them to the petitioner immediately after the preliminary review with a notice of the defects.

(3) When the Clerk determines that the application or petition is complete, the Clerk shall send a written notice of confirmation of receipt of a completed application or petition to the parties.

(4) In capital replacement proceedings and in government mandated capital expenditure and operating expense proceedings, affected mobilehome owners shall have 30 calendar days after receipt of the confirmation of the completed application to file with the Clerk a petition objecting to the rent increase signed by one adult tenant in at least 50 percent of the mobilehome spaces subject to rent control.

(C) Insufficient Objection—Capital Replacement or Government-Mandated Pass Through Proceeding—Clerk Action. If less than the required number of affected mobilehome owners object to a proposed capital replacement or government-mandated pass through, or if objection is withdrawn, including any amendments, before or after the meet and confer process, the Clerk shall approve the requested pass through.

§2710: PROCEDURE FOR MEET AND CONFER.

Within 10 working days of the date of the Clerk's notice of a completed application or petition and prior to assignment of an Arbitrator, affected mobilehome owners and owners shall meet and confer with each other's representatives. The time, place and date of the meeting shall be agreed to by the parties or, if the parties cannot agree, determined by the Clerk. Written notice of the scheduled meeting shall be given by the applicant or petitioner. At the meeting, representatives of the parties shall exchange documentary evidence that the parties, in good faith then know, will be used to support their respective positions in an arbitration and discuss the issues in dispute. In the case of an owner, all financial data upon which any proposed increase is claimed shall be supplied to affected mobilehome owner representatives at the time of the meet and confer meeting. The parties may request that the Clerk provide a mediator, at no cost to the parties, to assist with the meet and confer process. The Arbitrator may deny an application based on the applicant's failure to participate in good faith in the meet and confer process.

§2711: PROCEDURES FOR ARBITRATION.

(A) The Clerk shall give written notice to the applicant or petitioners and mobilehome owner representative that the application/petition has been referred to arbitration.

(1) An Arbitrator shall be appointed in the following manner:

(a) The Clerk shall maintain a list of qualified arbitrators.

(b) Assignment of Arbitrator and Hearing Date. The Clerk shall choose three possible Arbitrators and present them to the residents' representative and the owner. Within five days each party may challenge one candidate. The one remaining shall be the selected Arbitrator. If both parties challenge the same candidate, the Clerk shall choose between the two remaining candidates. The Clerk shall set a date for the arbitration hearing no sooner than 30 or no later than 40 days after the Arbitrator is assigned. The owner and affected mobilehome owners shall be notified immediately in writing by the Clerk of the date, time and place of the hearing and this notice shall be served either in person or by ordinary mail. The parties may agree, in writing, to extend these times. The Arbitrator may extend the date for the arbitration hearing upon a showing of good cause.

(2) The Arbitrator shall conduct a hearing with the parties and/or their representatives. During this hearing process, the concerns of each party shall be discussed and the Arbitrator shall indicate the amount and nature of information needed from any party in order to reach a determination. In fair return proceedings in Section 2705, this shall include four years of the income and expense portion of the general ledgers for the park. All information submitted shall be in writing and shall be certified in the same manner as set forth in subsection 2709(B).The applicant or petitioner shall have the burden of proof unless other sections of this chapter specify otherwise. Each party shall comply with the Arbitrator's request for information within seven days of the request. Additional information provided to the Arbitrator shall be immediately available to the owner or affected mobilehome owner representative which will have seven days to give written comment to the Arbitrator. The Arbitrator may proceed under this part regardless of whether any party defaults in providing any of the requested information.

(B) Arbitration Determination.

(1) Within 21 days of the hearing, but no later than 90 days from the date of the owner's rent increase notice, the Arbitrator shall deliver his or her decision on the application or petition and a bill for services to the Clerk.

(2) The rent increase in a fair return proceeding shall not exceed the increase requested in the application.

(3) The Clerk shall provide the result of the Arbitrator's decision to the affected parties.

(4) The Arbitrator's decisions are final and not appealable to the City Council.

(C) Method to Determine a Fair Return.

(1) The base year for the purpose of this section shall be the last full fiscal year prior to the park becoming subject to this chapter. The Arbitrator may establish an alternative base year if the owner is unable to produce records of the last full fiscal year prior to the park becoming subject to rent control.

(2) It shall be presumed that the net operating income produced by the property during the base year provided a fair return. An owner shall be entitled to rents to earn a just and reasonable return and to maintain and increase their base year net operating income in accordance with subsection (C)(4) of this section. This method is called maintenance of net operating income (MNOI) and shall be included in all applications.

(3) The applicant or the affected mobilehome owners may present evidence to rebut the presumption of fair and reasonable return based upon the base year net operating income. To make such a determination and in order to adjust to the base year net operating income, the Arbitrator must make the following finding:

(a) The owner's operating and maintenance expenses in the base year were unusually high or low in comparison to other years. In such instances, adjustments may be made in calculating such expenses so that the base year operating expenses reflect average expenses for the property over a reasonable period of time. In considering whether the base year net operating income yielded more or less than a fair net operating income, the Arbitrator shall consider the following factors:

(i) Substantial repairs were made due to damage caused by uninsured disaster or vandalism;

(ii) Maintenance and repairs were below accepted standards so as to cause significant deterioration of housing services;

(iii) Other expenses were unreasonably high or low notwithstanding prudent business practice; and

(iv) The rent in the base year was disproportionately low due to the fact that it was not established in an arms-length transaction or other peculiar circumstances.

(4) Fair Net Operating Income. The Arbitrator shall submit a determination based on rental income which will provide the owner a net operating income which shall be increased by 100 percent of the percentage increase in the CPI over the base year's CPI index. The base year CPI shall be the CPI for the first day of June. For purposes of this section, the current CPI shall be the CPI last reported as of the date of the completed application.

(5) Net operating income of a mobilehome park means the gross income of the park less the operating expenses of the park.

(6) Gross income means the sum of the following:

(a) Gross space rents computed as gross space rental income at 100 percent occupancy (but excluding rent attributed to a space occupied by a park employee who receives the space rent free as part of the employee's compensation); plus

(b) Other income generated as a result of the operation of the park, including, but not limited to, fees for services actually rendered; plus

(c) All other pass through revenue received from mobilehome owners except capital pass throughs and gas and electric; minus

(d) Uncollected space rents due to vacancy and bad debts to the extent that the same are beyond the owner's control. There is a rebuttable presumption that uncollected space rents in excess of the average of the current and past three years uncollected rents (each year's rent shall be adjusted by the change in the CPI between that year and the final year of the four-year period) are excessive and shall not be deducted from gross income.

(7) Operating expenses means:

(a) Real property taxes and assessment;

(b) Advertising costs;

(c) Management and administrative expenses including the compensation of administrative personnel;

(d) Repair and maintenance expenses for the grounds and common facilities including, but not limited to, landscaping, cleaning and repair of equipment and facilities;

(e) In addition to the management expenses listed above, where the owner performs onsite managerial or maintenance services which are uncompensated, the owner may include the reasonable value of such services. Owner-performed labor shall be limited to five percent of gross income unless the Arbitrator finds that such a limitation would be substantially unfair in a given case. No credit for such services shall be authorized unless an owner documents the hours utilized in performing such services and the nature of the services provided;

(f) Operating supplies such as janitorial supplies, gardening supplies, stationery and so forth;

(g) Insurance premiums related to operation of the park prorated over the life of the policy;

(h) Payroll taxes, business, utility, license and permit fees;

(i) Dues;

(j) Consultant services for park operation and maintenance;

(k) All operating expenses must be reasonable and necessary. Whenever a particular expense exceeds the normal industry or other comparable standard, the owner shall bear the burden of proving the reasonableness of the expense. To the extent that an Arbitrator finds any expense to be unreasonable, the Arbitrator shall adjust the expense to reflect the normal industry or other comparable standard;

(l) There is a rebuttable presumption that expenditures in the current year are unreasonable to the extent that they substantially exceed the average of the current and past three years (each year's expenses shall be adjusted by the change in the CPI between that year and the final year of the four-year period);

(m) Operating expenses shall not include the following:

(i) Mortgage debt service expenses;

(ii) Land-lease expenses;

(iii) Depreciation;

(iv) Income taxes;

(v) Electric and gas expenses included in Section 739.5 of the California Public Utility Codes;

(vi) The cost of government mandated expenses (subsection 2703(C)), capital improvements (subsection 2703(D)), or capital replacements (subsection 6-66.040(F)).

(8) Notwithstanding any other provisions of the ordinance codified in this chapter, the Arbitrator is authorized to approve any rent increase that is constitutionally required by law to yield a fair return.

(E) Subpoenas. The parties may obtain the issuance and service of a subpoena for the attendance of witnesses or the production of other evidence at the arbitration hearing. Subpoenas shall be issued and attested by the Clerk.

Issuance of the subpoena must be obtained upon the filing with the Clerk of the City of an affidavit or declaration, under oath, setting forth the name and address of the proposed witness; specifying the exact things to be produced and the relevancy to the issues involved; and stating that the witness as the desired things in his/her possession or under his/her control.

Service of the subpoena on a witness to attend arbitration must be at least five working days before the hearing. Service of a subpoena duces tecum must be at least 21 days before the hearing. Any party served with a subpoena duces tecum must produce copies of the requested items to the subpoenaing party no later than 10 days before the hearing.

A subpoena need not be issued when the affidavit or declaration is defective in any particular. No arbitration hearing may be continued due to the failure to file a timely request, or to timely serve a subpoena. Any person who refuses, without lawful excuse, to attend the arbitration or to produce relevant evidence as required by a subpoena served upon that person shall be guilty of a misdemeanor.

No subpoena shall issue until after the parties have met and conferred as required in Section 2710.

(F) Increases for Capital Expense. Increases attributed to a capital expense, as approved by the Arbitrator to provide a park with a fair return, shall not be included in base rent. These increases must be separately itemized on the monthly rent invoice and terminate at the end of the approved amortized period. Advance approval and effective date of the increase shall be as allowed in subsection 2703(F)(1).

(G) Rent Increase Effective Date. Rent increases approved by the Arbitrator, as determined necessary to provide an owner with a fair return, shall be allowed upon the effective date given by the applicant in the notice to the affected mobilehome owners, required in section 798.30 of the California Civil Code.

§2712: REFUSAL OF MOBILEHOME OWNER TO PAY ILLEGAL RENT.

An affected mobilehome owner may refuse to pay any rent in excess of the maximum rent permitted by this chapter. The fact that such unpaid rent is in excess of the maximum rent shall be a defense in any action brought to recover possession of a mobilehome space for nonpayment of rent or to collect the illegal rent.

§2713: DISCLOSURES.

An owner shall disclose to each prospective tenant the current and proposed base rent for the mobilehome space and the rental agreement options required

by this section and Section 2714, provide each prospective tenant with a copy of this chapter, and disclose to the prospective tenant that if the prospective tenant signs a lease with a term of more than one year, that lease will be exempt from rent control. The owner shall give the required disclosure and provide a copy of this chapter to the prospective tenant at the time that the owner, or owner's representative, receives the prospective tenant's application for tenancy. The required disclosures shall be made in a form approved by the Clerk, and the owner shall obtain a signature of the prospective tenant on the disclosure form acknowledging receipt of the disclosures. An owner must retain the signed disclosure form throughout the entire tenancy of the tenant. This signed form shall be made available to the Clerk upon reasonable written notice.

§2714: PROSPECTIVE MOBILEHOME OWNER—TENANCY 12 MONTHS OR LESS.

All prospective tenants shall be offered the option of a tenancy of 12 months or less upon terms consistent with the provisions of the ordinance codified in this chapter. This section shall not apply to prevent a mutually agreed upon assignment between an owner and an existing mobilehome owner of an existing lease, provided any such assignment does not violate subsection 2704(C).

§2715: RENT STABILIZATION ADMINISTRATION FEES.

All or any portion of the costs to administer this chapter may be collected by the imposition of an annual rent stabilization administration fee established by resolution of the City Council. The fee shall be chargeable against the total number of mobilehome spaces in the City subject to rent control determined on a date certain each year to be established by the City Council. The owner who pays these fees may pass through to the mobilehome owners, subject to rent control on the date established by the City Council, 50 percent of the fees assessed against a mobilehome space. The fee shall be due on a date established by the City Council but may be paid in quarterly installments by the owners. Owners of parks annexed to the City after the Effective Date, shall be charged the fee established by resolution beginning on the effective date of the annexation.

§2716: AMENDMENT.

Any amendment to this chapter shall require a prior public hearing before the City Council with notice thereof published in a newspaper of general circulation in the City at least 10 days prior to the hearing.

§2717: VIOLATION.

Every person who violates any provision of this chapter is guilty of a misdemeanor. This section shall not apply to the Arbitrator or officers or employees of the City.

SECTION TWO

1. **COMPLIANCE WITH CEQA.** The City Council finds that this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment), 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment.)

2. **SEVERABILITY.** If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby. The City Council hereby declares that it would have adopted this Ordinance and any section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or otherwise invalid.

3. **EFFECTIVE DATE.** This Ordinance shall be published as required by law in a newspaper of general circulation in the City of Ukiah, and shall become effective thirty (30) days after its adoption.

4. **MANDATORY REVIEW.** The City Council shall review this ordinance at the next regular City Council meeting occurring after the first anniversary of the Effective Date of this ordinance. The review shall consider whether the ordinance should be amended or repealed based on the City's experience of the implementation of the ordinance over that one year period.

Introduced by title only on October 6, 2010, by the following roll call vote:

AYES: Councilmembers Landis, Rodin, Baldwin, and Mayor Thomas
NOES: Councilmember Crane
ABSENT: None
ABSTAIN: None

Adopted on October 20, 2010, by the following roll call vote:

AYES: Councilmembers Landis, Rodin, Baldwin, and Mayor Thomas
NOES: Councilmember Crane
ABSENT: None
ABSTAIN: None

/s/ Benj Thomas, Mayor

ATTEST:

/s/JoAnne M. Currie, City Clerk

Re-adopted on January 5, 2011, by the following roll call vote:

AYES: Councilmembers Landis, Thomas, Baldwin, and Mayor Rodin
NOES: Councilmember Crane
ABSENT: None
ABSTAIN: None

Mari Rodin, Mayor

ATTEST:

JoAnne Currie, City Clerk

RESOLUTION NO. 2012-17

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ADOPTING RENT STABILIZATION FEES FOR A 2012 ASSESSMENT TO CITY OF UKIAH MOBILEHOME PARKS

WHEREAS:

1. Ukiah City Code ("UCC") Section 2715, provides that "all or any portion of the costs to administer this chapter [Division 2, Chapter 8 of the UCC ("Chapter 8")] may be collected by the imposition of an annual rent stabilization administration fee established by resolution of the City Council"; and

2. Costs to administer the program were in excess of $9,500 from December 2010 through January 13, 2012 (see attached Exhibit A), not including costs to establish a list of qualified arbitrators pursuant to UCC Section 2711.A.1.a; and

3. Additional costs were incurred by Accounting Department staff, and by Management Staff; and

4. With the elimination of redevelopment agencies by the State of California, all of the cost to administer Chapter 8 is borne by the City's General Fund; and

5. Under UCC Section 2708.C, the cost of arbitrations must be paid from the administration fee. $18,336 represents a reasonable estimate for the annual cost to administer Chapter 8, including potential arbitrations, and the above-referenced cost; and

6. There are 382 mobilehome park spaces subject to rent control in the City of Ukiah, making the per space annual fee $48 ($18,336/382); and

7. Under UCC Section 2715, the owner who pays these fees may pass through to the tenant of the space 50 percent of the fees assessed for the space, and

8. Under UCC 2715, the resolution establishing the fee must specify the date by which the fee is due, but the fee may be paid by the park owners in quarterly installments;

9. There are six City of Ukiah mobilehome parks that are subject to the Rent Stabilization Ordinance, including Circle Trailer Court (60 units), Manor Home Mobile Estates (137 units), Shady Grove Mobile Home Park (4 units subject to rent control), Modern Mobile Home Park (26 units), Harold's Square Mobile Home Park (59 units), and Rancho Del Ray Mobile Home Park (96 units);

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Council of the City of Ukiah approves an annual administration fee in the amount of $48.00/mobilehome park space subject to rent control to be paid by the City's six mobilehome parks.

2. The fee is due on April 30 of each year, commencing on April 30, 2012, but may be paid in quarterly installments on April 30, July 30, October 30, and January 30.

3. The City Council shall review the administration costs, including the cost of any arbitrations, on an annual basis, during budget preparation as part of the annual fee review in May and June, commencing May 2013, and make any adjustments so that the fee does not exceed the cost to administer Chapter 8.

PASSED AND ADOPTED at a regular meeting of the City Council held on April 4, 2012, by the following roll call vote:

AYES: Councilmembers Thomas, Baldwin, Vice Mayor Crane, and Mayor Landis.
NOES: None.
ABSENT: Councilmember Rodin.
ABSTAIN: None.

Mary Anne Landis, Mayor

ATTEST:

JoAnne Currie, City Clerk

CITY OF UKIAH FINANCE DEPT. CITY OF UKIAH
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Report Selection:

Optional Report Title.....MHRENT

INCLUSIONS:
Fund & Account..... thru

Transaction Date..... thru
Source Codes..... thru
Journal Entry Dates..... thru
Journal Entry Ids..... thru
Reference..... thru

Job Cost No. N.....MHRENT thru MHRENT
Vendor/Customer..... thru
Invoice..... thru

Include Exp/Rev Closing Entries N

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP
J	KIM	01	WIDE	C1	Y	S	6	066	10	Y	Y

EXHIBIT A

DATE	DESCRIPTION	AMOUNT	VENDOR VEN/CUS/EXPL	INVOICE	P.O.	VOUCH	REFER	SOURCE/JE/ID
	MHRENT MOBILE HOME RENT STABILI							
	940.200.732		PERS PPD 8.223% RETIRE CONT					
01/14/11	CODE-A,PER#-1,FUND- 940	2.14	PAYROLL INTERFACE				11411	P-011411-285
01/28/11	CODE-A,PER#-2,FUND- 940	13.94	PAYROLL INTERFACE				12811	P-012811-334
02/11/11	CODE-A,PER#-1,FUND- 940	4.83	PAYROLL INTERFACE				21111	P-021111-380
02/25/11	CODE-A,PER#-2,FUND- 940	7.77	PAYROLL INTERFACE				22511	P-022511-415
03/11/11	CODE-A,PER#-1,FUND- 940	0.27	PAYROLL INTERFACE				31111	P-031111-483
04/08/11	CODE-A,PER#-1,FUND- 940	12.33	PAYROLL INTERFACE				40811	P-040811-628
04/22/11	CODE-A,PER#-2,FUND- 940	6.70	PAYROLL INTERFACE				42211	P-042211-675
05/06/11	CODE-A,PER#-1,FUND- 940	2.14	PAYROLL INTERFACE				50611	P-050611-760
05/20/11	CODE-A,PER#-2,FUND- 940	3.22	PAYROLL INTERFACE				52011	P-052011-831
06/03/11	CODE-A,PER#-1,FUND- 940	2.15CR	PAYROLL INTERFACE				60311	P-060311-876
06/17/11	CODE-A,PER#-2,FUND- 940	0.27	PAYROLL INTERFACE				61711	P-061711-933
07/15/11	CODE-A,PER#-2,FUND- 940	0.57	PAYROLL INTERFACE				71511	P-063011-044
07/15/11	CODE-A,PER#-2,FUND- 940	1.04	PAYROLL INTERFACE				71511	P-071511-046
07/29/11	CODE-A,PER#-3,FUND- 940	6.43	PAYROLL INTERFACE				72911	P-072911-099
08/12/11	CODE-A,PER#-1,FUND- 940	8.58	PAYROLL INTERFACE				81211	P-081211-168
08/26/11	CODE-A,PER#-2,FUND- 940	5.90	PAYROLL INTERFACE				82611	P-082611-225
12/17/10	CODE-A,PER#-2,FUND- 940	10.46	PAYROLL INTERFACE				121710	P-121710-182
12/31/10	CODE-A,PER#-3,FUND- 940	4.83	PAYROLL INTERFACE				123110	P-123110-237
	940.200.732	89.27	PERS PPD 8.223% RETIRE CONT					
	100.1201.110.000		SALARIES, REGULAR					
01/13/12	CODE-A,PER#-1,FUND- 100	208.51	PAYROLL INTERFACE				11312	P-011312-910
01/14/11	CODE-A,PER#-1,FUND- 100	64.16	PAYROLL INTERFACE				11411	P-011411-285
01/28/11	CODE-A,PER#-2,FUND- 100	417.03	PAYROLL INTERFACE				12811	P-012811-334
02/11/11	CODE-A,PER#-1,FUND- 100	144.36	PAYROLL INTERFACE				21111	P-021111-380
02/25/11	CODE-A,PER#-2,FUND- 100	232.57	PAYROLL INTERFACE				22511	P-022511-415
03/11/11	CODE-A,PER#-1,FUND- 100	8.02	PAYROLL INTERFACE				31111	P-031111-483
04/08/11	CODE-A,PER#-1,FUND- 100	368.91	PAYROLL INTERFACE				40811	P-040811-628
04/22/11	CODE-A,PER#-2,FUND- 100	200.49	PAYROLL INTERFACE				42211	P-042211-675
05/06/11	CODE-A,PER#-1,FUND- 100	64.16	PAYROLL INTERFACE				50611	P-050611-760
05/20/11	CODE-A,PER#-2,FUND- 100	96.24	PAYROLL INTERFACE				52011	P-052011-831
06/03/11	CODE-A,PER#-1,FUND- 100	64.16CR	PAYROLL INTERFACE				60311	P-060311-876
06/17/11	CODE-A,PER#-2,FUND- 100	8.02	PAYROLL INTERFACE				61711	P-061711-933
07/15/11	CODE-A,PER#-2,FUND- 100	17.18	PAYROLL INTERFACE				71511	P-063011-044
07/15/11	CODE-A,PER#-2,FUND- 100	30.94	PAYROLL INTERFACE				71511	P-071511-046
07/29/11	CODE-A,PER#-3,FUND- 100	192.47	PAYROLL INTERFACE				72911	P-072911-099
08/12/11	CODE-A,PER#-1,FUND- 100	256.63	PAYROLL INTERFACE				81211	P-081211-168
08/26/11	CODE-A,PER#-2,FUND- 100	176.43	PAYROLL INTERFACE				82611	P-082611-225
09/09/11	CODE-A,PER#-1,FUND- 100	64.16	PAYROLL INTERFACE				90911	P-090911-313
09/23/11	CODE-A,PER#-2,FUND- 100	40.10	PAYROLL INTERFACE				92311	P-092311-368
10/07/11	CODE-A,PER#-1,FUND- 100	32.08	PAYROLL INTERFACE				100711	P-100711-546
10/21/11	CODE-A,PER#-2,FUND- 100	64.16	PAYROLL INTERFACE				102111	P-102111-612
11/18/11	CODE-A,PER#-1,FUND- 100	16.04	PAYROLL INTERFACE				111811	P-111811-724
12/17/10	CODE-A,PER#-2,FUND- 100	312.77	PAYROLL INTERFACE				121710	P-121710-182
12/30/11	CODE-A,PER#-3,FUND- 100	200.49	PAYROLL INTERFACE				123011	P-123011-856
12/31/10	CODE-A,PER#-3,FUND- 100	144.36	PAYROLL INTERFACE				123110	P-123110-237
	100.1201.110.000	3,296.12	SALARIES, REGULAR					

DATE	DESCRIPTION	AMOUNT	VENDOR VEN/CUS/EXPL	INVOICE	P.O.	VOUCH	REFER	SOURCE/JE/ID
	MHRENT MOBILE HOME RENT STABILI							
	100.1201.141.000		RETIREMENT (PERS)					
01/13/12	CODE-A,PER#-1,FUND- 100	49.77	PAYROLL INTERFACE				11312	P-011312-910
01/14/11	CODE-A,PER#-1,FUND- 100	11.19	PAYROLL INTERFACE				11411	P-011411-285
01/28/11	CODE-A,PER#-2,FUND- 100	72.74	PAYROLL INTERFACE				12811	P-012811-334
02/11/11	CODE-A,PER#-1,FUND- 100	25.18	PAYROLL INTERFACE				21111	P-021111-380
02/25/11	CODE-A,PER#-2,FUND- 100	40.57	PAYROLL INTERFACE				22511	P-022511-415
03/11/11	CODE-A,PER#-1,FUND- 100	1.40	PAYROLL INTERFACE				31111	P-031111-483
04/08/11	CODE-A,PER#-1,FUND- 100	64.34	PAYROLL INTERFACE				40811	P-040811-628
04/22/11	CODE-A,PER#-2,FUND- 100	34.97	PAYROLL INTERFACE				42211	P-042211-675
05/06/11	CODE-A,PER#-1,FUND- 100	11.19	PAYROLL INTERFACE				50611	P-050611-760
05/20/11	CODE-A,PER#-2,FUND- 100	16.79	PAYROLL INTERFACE				52011	P-052011-831
06/03/11	CODE-A,PER#-1,FUND- 100	11.19CR	PAYROLL INTERFACE				60311	P-060311-876
06/17/11	CODE-A,PER#-2,FUND- 100	1.40	PAYROLL INTERFACE				61711	P-061711-933
07/15/11	CODE-A,PER#-2,FUND- 100	3.53	PAYROLL INTERFACE				71511	P-063011-044
07/15/11	CODE-A,PER#-2,FUND- 100	6.35	PAYROLL INTERFACE				71511	P-071511-046
07/29/11	CODE-A,PER#-3,FUND- 100	39.51	PAYROLL INTERFACE				72911	P-072911-099
08/12/11	CODE-A,PER#-1,FUND- 100	52.68	PAYROLL INTERFACE				81211	P-081211-168
08/26/11	CODE-A,PER#-2,FUND- 100	36.22	PAYROLL INTERFACE				82611	P-082611-225
09/09/11	CODE-A,PER#-1,FUND- 100	15.32	PAYROLL INTERFACE				90911	P-090911-313
09/23/11	CODE-A,PER#-2,FUND- 100	9.57	PAYROLL INTERFACE				92311	P-092311-368
10/07/11	CODE-A,PER#-1,FUND- 100	7.66	PAYROLL INTERFACE				100711	P-100711-546
10/21/11	CODE-A,PER#-2,FUND- 100	15.32	PAYROLL INTERFACE				102111	P-102111-612
11/18/11	CODE-A,PER#-1,FUND- 100	3.83	PAYROLL INTERFACE				111811	P-111811-724
12/17/10	CODE-A,PER#-2,FUND- 100	54.55	PAYROLL INTERFACE				121710	P-121710-182
12/30/11	CODE-A,PER#-3,FUND- 100	47.86	PAYROLL INTERFACE				123011	P-123011-856
12/31/10	CODE-A,PER#-3,FUND- 100	25.18	PAYROLL INTERFACE				123110	P-123110-237
	100.1201.141.000	635.93	RETIREMENT (PERS)					
	100.1201.151.000		GROUP INSURANCE					
01/13/12	CODE-A,PER#-1,FUND- 100	62.98	PAYROLL INTERFACE				11312	P-011312-910
01/14/11	CODE-A,PER#-1,FUND- 100	15.20	PAYROLL INTERFACE				11411	P-011411-285
01/28/11	CODE-A,PER#-2,FUND- 100	92.86	PAYROLL INTERFACE				12811	P-012811-334
02/11/11	CODE-A,PER#-1,FUND- 100	33.72	PAYROLL INTERFACE				21111	P-021111-380
02/25/11	CODE-A,PER#-2,FUND- 100	53.47	PAYROLL INTERFACE				22511	P-022511-415
03/11/11	CODE-A,PER#-1,FUND- 100	1.92	PAYROLL INTERFACE				31111	P-031111-483
04/08/11	CODE-A,PER#-1,FUND- 100	82.82	PAYROLL INTERFACE				40811	P-040811-628
04/22/11	CODE-A,PER#-2,FUND- 100	46.36	PAYROLL INTERFACE				42211	P-042211-675
05/06/11	CODE-A,PER#-1,FUND- 100	15.20	PAYROLL INTERFACE				50611	P-050611-760
05/20/11	CODE-A,PER#-2,FUND- 100	22.67	PAYROLL INTERFACE				52011	P-052011-831
06/03/11	CODE-A,PER#-1,FUND- 100	15.57CR	PAYROLL INTERFACE				60311	P-060311-876
06/17/11	CODE-A,PER#-2,FUND- 100	1.92	PAYROLL INTERFACE				61711	P-061711-933
07/15/11	CODE-A,PER#-2,FUND- 100	4.83	PAYROLL INTERFACE				71511	P-063011-044
07/15/11	CODE-A,PER#-2,FUND- 100	8.69	PAYROLL INTERFACE				71511	P-071511-046
08/12/11	CODE-A,PER#-1,FUND- 100	76.79	PAYROLL INTERFACE				81211	P-081211-168
08/26/11	CODE-A,PER#-2,FUND- 100	53.62	PAYROLL INTERFACE				82611	P-082611-225
09/09/11	CODE-A,PER#-1,FUND- 100	19.94	PAYROLL INTERFACE				90911	P-090911-313
09/23/11	CODE-A,PER#-2,FUND- 100	12.53	PAYROLL INTERFACE				92311	P-092311-368
10/07/11	CODE-A,PER#-1,FUND- 100	10.04	PAYROLL INTERFACE				100711	P-100711-546

DATE	DESCRIPTION	AMOUNT	VENDOR VEN/CUS/EXPL	INVOICE	P.O.	VOUCH	REFER	SOURCE/JE/ID
	MHRENT MOBILE HOME RENT STABILI							
	100.1201.151.000		GROUP INSURANCE					
10/21/11	CODE-A,PER#-2,FUND- 100	19.94	PAYROLL INTERFACE				102111	P-102111-612
11/18/11	CODE-A,PER#-1,FUND- 100	5.03	PAYROLL INTERFACE				111811	P-111811-724
12/17/10	CODE-A,PER#-2,FUND- 100	70.91	PAYROLL INTERFACE				121710	P-121710-182
	100.1201.151.000	695.87	GROUP INSURANCE					
	100.1201.152.000		WORKER COMP INSURANCE					
01/13/12	CODE-A,PER#-1,FUND- 100	8.59	PAYROLL INTERFACE				11312	P-011312-910
01/14/11	CODE-A,PER#-1,FUND- 100	2.57	PAYROLL INTERFACE				11411	P-011411-285
01/28/11	CODE-A,PER#-2,FUND- 100	16.68	PAYROLL INTERFACE				12811	P-012811-334
02/11/11	CODE-A,PER#-1,FUND- 100	5.77	PAYROLL INTERFACE				21111	P-021111-380
02/25/11	CODE-A,PER#-2,FUND- 100	9.30	PAYROLL INTERFACE				22511	P-022511-415
03/11/11	CODE-A,PER#-1,FUND- 100	0.32	PAYROLL INTERFACE				31111	P-031111-483
04/08/11	CODE-A,PER#-1,FUND- 100	14.76	PAYROLL INTERFACE				40811	P-040811-628
04/22/11	CODE-A,PER#-2,FUND- 100	8.02	PAYROLL INTERFACE				42211	P-042211-675
05/06/11	CODE-A,PER#-1,FUND- 100	2.57	PAYROLL INTERFACE				50611	P-050611-760
05/20/11	CODE-A,PER#-2,FUND- 100	3.85	PAYROLL INTERFACE				52011	P-052011-831
06/03/11	CODE-A,PER#-1,FUND- 100	2.57CR	PAYROLL INTERFACE				60311	P-060311-876
06/17/11	CODE-A,PER#-2,FUND- 100	0.32	PAYROLL INTERFACE				61711	P-061711-933
07/15/11	CODE-A,PER#-2,FUND- 100	0.71	PAYROLL INTERFACE				71511	P-063011-044
07/15/11	CODE-A,PER#-2,FUND- 100	1.27	PAYROLL INTERFACE				71511	P-071511-046
07/29/11	CODE-A,PER#-3,FUND- 100	7.93	PAYROLL INTERFACE				72911	P-072911-099
08/12/11	CODE-A,PER#-1,FUND- 100	10.57	PAYROLL INTERFACE				81211	P-081211-168
08/26/11	CODE-A,PER#-2,FUND- 100	7.27	PAYROLL INTERFACE				82611	P-082611-225
09/09/11	CODE-A,PER#-1,FUND- 100	2.64	PAYROLL INTERFACE				90911	P-090911-313
09/23/11	CODE-A,PER#-2,FUND- 100	1.65	PAYROLL INTERFACE				92311	P-092311-368
10/07/11	CODE-A,PER#-1,FUND- 100	1.32	PAYROLL INTERFACE				100711	P-100711-546
10/21/11	CODE-A,PER#-2,FUND- 100	2.64	PAYROLL INTERFACE				102111	P-102111-612
11/18/11	CODE-A,PER#-1,FUND- 100	0.66	PAYROLL INTERFACE				111811	P-111811-724
12/17/10	CODE-A,PER#-2,FUND- 100	12.51	PAYROLL INTERFACE				121710	P-121710-182
12/30/11	CODE-A,PER#-3,FUND- 100	8.26	PAYROLL INTERFACE				123011	P-123011-856
12/31/10	CODE-A,PER#-3,FUND- 100	5.77	PAYROLL INTERFACE				123110	P-123110-237
	100.1201.152.000	133.38	WORKER COMP INSURANCE					
	100.1201.154.000		MEDICARE					
01/13/12	CODE-A,PER#-1,FUND- 100	3.02	PAYROLL INTERFACE				11312	P-011312-910
01/14/11	CODE-A,PER#-1,FUND- 100	0.91	PAYROLL INTERFACE				11411	P-011411-285
01/28/11	CODE-A,PER#-2,FUND- 100	5.92	PAYROLL INTERFACE				12811	P-012811-334
02/11/11	CODE-A,PER#-1,FUND- 100	2.05	PAYROLL INTERFACE				21111	P-021111-380
02/25/11	CODE-A,PER#-2,FUND- 100	3.30	PAYROLL INTERFACE				22511	P-022511-415
03/11/11	CODE-A,PER#-1,FUND- 100	0.11	PAYROLL INTERFACE				31111	P-031111-483
04/08/11	CODE-A,PER#-1,FUND- 100	5.23	PAYROLL INTERFACE				40811	P-040811-628
04/22/11	CODE-A,PER#-2,FUND- 100	2.84	PAYROLL INTERFACE				42211	P-042211-675
05/06/11	CODE-A,PER#-1,FUND- 100	0.91	PAYROLL INTERFACE				50611	P-050611-760
05/20/11	CODE-A,PER#-2,FUND- 100	1.36	PAYROLL INTERFACE				52011	P-052011-831
06/03/11	CODE-A,PER#-1,FUND- 100	0.91CR	PAYROLL INTERFACE				60311	P-060311-876
06/17/11	CODE-A,PER#-2,FUND- 100	0.11	PAYROLL INTERFACE				61711	P-061711-933
07/15/11	CODE-A,PER#-2,FUND- 100	0.25	PAYROLL INTERFACE				71511	P-063011-044
07/15/11	CODE-A,PER#-2,FUND- 100	0.45	PAYROLL INTERFACE				71511	P-071511-046

DATE	DESCRIPTION	AMOUNT	VENDOR VEN/CUS/EXPL	INVOICE	P.O.	VOUCH	REFER	SOURCE/JE/ID
	MHRENT MOBILE HOME RENT STABILI							
	100.1201.154.000		MEDICARE					
07/29/11	CODE-A,PER#-3,FUND- 100	2.92	PAYROLL INTERFACE				72911	P-072911-099
08/12/11	CODE-A,PER#-1,FUND- 100	3.72	PAYROLL INTERFACE				81211	P-081211-168
08/26/11	CODE-A,PER#-2,FUND- 100	2.56	PAYROLL INTERFACE				82611	P-082611-225
09/09/11	CODE-A,PER#-1,FUND- 100	0.93	PAYROLL INTERFACE				90911	P-090911-313
09/23/11	CODE-A,PER#-2,FUND- 100	0.58	PAYROLL INTERFACE				92311	P-092311-368
10/07/11	CODE-A,PER#-1,FUND- 100	0.47	PAYROLL INTERFACE				100711	P-100711-546
10/21/11	CODE-A,PER#-2,FUND- 100	0.93	PAYROLL INTERFACE				102111	P-102111-612
11/18/11	CODE-A,PER#-1,FUND- 100	0.23	PAYROLL INTERFACE				111811	P-111811-724
12/17/10	CODE-A,PER#-2,FUND- 100	4.44	PAYROLL INTERFACE				121710	P-121710-182
12/30/11	CODE-A,PER#-3,FUND- 100	2.91	PAYROLL INTERFACE				123011	P-123011-856
12/31/10	CODE-A,PER#-3,FUND- 100	2.09	PAYROLL INTERFACE				123110	P-123110-237
	100.1201.154.000	47.33	MEDICARE					
	100.1201.155.000		UNEMPLOYMENT INSURANCE					
01/13/12	CODE-A,PER#-1,FUND- 100	2.09	PAYROLL INTERFACE				11312	P-011312-910
01/14/11	CODE-A,PER#-1,FUND- 100	0.96	PAYROLL INTERFACE				11411	P-011411-285
01/28/11	CODE-A,PER#-2,FUND- 100	6.26	PAYROLL INTERFACE				12811	P-012811-334
02/11/11	CODE-A,PER#-1,FUND- 100	2.17	PAYROLL INTERFACE				21111	P-021111-380
02/25/11	CODE-A,PER#-2,FUND- 100	3.49	PAYROLL INTERFACE				22511	P-022511-415
03/11/11	CODE-A,PER#-1,FUND- 100	0.12	PAYROLL INTERFACE				31111	P-031111-483
04/08/11	CODE-A,PER#-1,FUND- 100	5.53	PAYROLL INTERFACE				40811	P-040811-628
04/22/11	CODE-A,PER#-2,FUND- 100	3.01	PAYROLL INTERFACE				42211	P-042211-675
05/06/11	CODE-A,PER#-1,FUND- 100	0.96	PAYROLL INTERFACE				50611	P-050611-760
05/20/11	CODE-A,PER#-2,FUND- 100	1.44	PAYROLL INTERFACE				52011	P-052011-831
06/03/11	CODE-A,PER#-1,FUND- 100	0.96CR	PAYROLL INTERFACE				60311	P-060311-876
06/17/11	CODE-A,PER#-2,FUND- 100	0.12	PAYROLL INTERFACE				61711	P-061711-933
07/15/11	CODE-A,PER#-2,FUND- 100	0.17	PAYROLL INTERFACE				71511	P-063011-044
07/15/11	CODE-A,PER#-2,FUND- 100	0.31	PAYROLL INTERFACE				71511	P-071511-046
07/29/11	CODE-A,PER#-3,FUND- 100	1.93	PAYROLL INTERFACE				72911	P-072911-099
08/12/11	CODE-A,PER#-1,FUND- 100	2.57	PAYROLL INTERFACE				81211	P-081211-168
08/26/11	CODE-A,PER#-2,FUND- 100	1.76	PAYROLL INTERFACE				82611	P-082611-225
09/09/11	CODE-A,PER#-1,FUND- 100	0.64	PAYROLL INTERFACE				90911	P-090911-313
09/23/11	CODE-A,PER#-2,FUND- 100	0.40	PAYROLL INTERFACE				92311	P-092311-368
10/07/11	CODE-A,PER#-1,FUND- 100	0.32	PAYROLL INTERFACE				100711	P-100711-546
10/21/11	CODE-A,PER#-2,FUND- 100	0.64	PAYROLL INTERFACE				102111	P-102111-612
11/18/11	CODE-A,PER#-1,FUND- 100	0.16	PAYROLL INTERFACE				111811	P-111811-724
12/17/10	CODE-A,PER#-2,FUND- 100	1.56	PAYROLL INTERFACE				121710	P-121710-182
12/30/11	CODE-A,PER#-3,FUND- 100	2.01	PAYROLL INTERFACE				123011	P-123011-856
12/31/10	CODE-A,PER#-3,FUND- 100	0.72	PAYROLL INTERFACE				123110	P-123110-237
	100.1201.155.000	38.38	UNEMPLOYMENT INSURANCE					
	100.1401.250.000		MONTHLY RETAINER					
07/31/11	LEGAL SRVS-MOBILE HOME	198.40	29220 RAPPORT/DAVID J	5070	040530	101670		V-073111-157
08/31/11	AUG11 LEGAL SRVS-MOBL HM	192.00	29220 RAPPORT/DAVID J	5087	040530	102366		V-091511-332
10/03/11	LEGAL SRVS-CITY-MH	323.20	29220 RAPPORT/DAVID J	5124	040530	103033		V-102011-610
	100.1401.250.000	713.60	MONTHLY RETAINER					
	MHRENT	5,649.88	**TOTAL					

DATE	DESCRIPTION	AMOUNT	VENDOR VEN/CUS/EXPL	INVOICE	P.O.	VOUCH	REFER	SOURCE/JE/ID
REPORT TOTALS:		5,649.88						

RECORDS PRINTED - 000168

City of Ukiah
D. Rapport Invoices-Mobile Home Rent Issues

Invoice Date	(predate) Direct Charges	Comingled Charges *	Total
08/31/10	40.00	115.20	155.20
09/30/10	1,883.20	977.60	2,860.80
10/31/10	643.20	140.80	784.00
11/30/10	12.80	46.40	59.20
12/31/10	248.00	0.00	248.00
01/31/11	449.60	0.00	449.60
02/28/11	27.20	0.00	27.20
04/30/11	137.60	0.00	137.70
	3,441.60	1,280.00	4,721.60

* these charges were lumped together without incremental specificity, although they included time spent on the mobilehome park rent stabilization effort in addition to other projects

City of Ukiah
Mobile Home Rent Stabilization
Revenue/Expenditure History

Revenues

FY 2011-12	14,559.50
FY 2012-13	0.00
FY 2013-14	15,168.00
FY 2014-15	0.00
FY 2015-16	0.00
FY 2016-17	0.00
	29,727.50

Expenditures

FY 2011-12	0.00
FY 2012-13	2,688.00
FY 2013-14	0.00
FY 2014-15	0.00
FY 2015-16	0.00
FY 2016-17	0.00
	2,688.00

Account Balance 06/30/17	27,039.50

EXHIBIT A

2017 COST ASSESSMENT FOR IMPLEMENTING RESOLUTION 2012-17 RENT STABILIZATION FEES

Estimated Arbitration Costs:
TOTAL - $7,200

The Northern California rates charged for arbitrations conduct by ADR Service, Inc., an alternate dispute resolution service that has rates in the middle between JAMS at the high end and lone arbitrators at the low end.

An arbitration through ADR includes the hourly or daily rate charged by the arbitrator and the fees charged by ADR. ADR arbitrators are retired judges or attorneys. The hourly rates vary from $400 at the low end to $700 at the high end. The average hourly rate is $500.

ADR charges an initial fee of $300 plus $450 per party to the arbitration. Its fee schedule is attached.

Assuming an arbitration hearing takes one 8-hour day and the arbitrator takes 4 hours to prepare a written decision, 12 hours @ $500 = $6,000 + $1,200 (assuming only two parties) for a total of $7,200.

Estimated Administrative Costs:
MHP = Mobile Home Park

TOTAL – If MHP owners are invoiced: $611.02 + postage
Includes:

- Review CPI and write annual letter to MHP owners regarding the CPI.
- Review MHP rent increase letters per Ordinance 1126, Section 2703(H)
- Staff Report to Council
- Send Letters to MHP owners requesting number of billable spaces
- Prep invoices
- Receive and process payments

Total divided by 382* spaces = $1.60 per space.

TOTAL – If MHP owners are not invoiced: $209.15
Includes:

- Review CPI and write annual letter to MHP owners regarding the CPI.
- Review MHP rent increase letters per Ordinance 1126, Section 2703(H)
- Staff Report to Council
- Send post-Council decision to waive fee letters to MHP owners

Total divided by 382* spaces = .55 cents per space.

TOTAL REASONABLE ESTIMATE FOR THE ANNUAL COST TO ADMINISTER CHAPTER 8, INCLUDING POTENTIAL ARBITRATIONS IS $7,811 *(rounded).*

***Note** – This is the number of spaces calculated in Ordinance 1126, however, the actual number of billable spaces is determined each year depending on the number of occupied spaces by non-long-term leases.*

ADR SERVICES, INC.

www.ADRSERVICES.com

FEE SCHEDULE

The hourly and daily rates of our neutrals vary depending on the panelist selected. Neutrals are independent contractors and set their own rates. Each party will be assigned a prorated share of the fees, unless agreed to otherwise in advance of scheduling a hearing. The hourly fee for the estimated and scheduled hearing time *shall be paid in advance of the hearing date*. Such fees will be the joint and several obligation of all counsel. Please note that counsel, not the represented party, has contracted for the neutral's services. Accordingly, *counsel will be held responsible for payment of all charges associated with the neutral's services in this matter.*

ADMINISTRATIVE FEES

The ADR Services, Inc. Non Refundable Administrative Fee is assessed once a hearing has been scheduled on your case. Each party is responsible for this fee, even in the event of a timely cancellation. The fee includes, but is not limited to case management services from our staff and use of the conference rooms and business facilities throughout the duration of the case.

MEDIATION..... $195.00 per party
ARBITRATION..... $450.00 per party
DISCOVERY..... $450.00 per party
PRIVATE TRIAL ..... $450.00 per party
INITIAL FILING FEE (Demand for Arbitration)..... $300.00

CANCELLATION AND RESCHEDULING POLICY

Notice of cancellation or rescheduling must be submitted to our office in writing. ***Fees will be billed to the requesting party unless otherwise agreed upon.*** *Several of our neutrals have their own policy, and if so, it will be clearly stated on any hearing notice.*

	Half Day Hearing (4 hours or less)	**Full Day Hearing**	**Multi Day Hearings****
Notice of less than 7 days	Full Payment Required	Full Payment Required	Full Payment Required
Notice of 7 – 14 days	$200*	Full Payment Required	Full Payment Required
Notice of 15 – 30 days	$0	$0	Full Payment Required
Notice of 31 days or more	$0	$0	$0

Applies to cancellations only. The $200 charge does not apply to rescheduled hearings.

****Please note that all fees for multiple day hearings are due 60 days in advance.***

We are happy to assist counsel with rescheduling a hearing. If appropriate notice is given, there is no continuance fee for the first rescheduling. For the second rescheduling and thereafter, if appropriate notice is provided, a $100 continuance fee is billed per change.

Century City (310) 201-0010 | *Los Angeles (213) 683-1600* | *San Francisco (415) 772-0900* | *Oakland (510) 466-6630* | *Silicon Valley (408) 293-1113* | *Orange County (949) 863-9800* | *San Diego (619) 233-1323*

CIVIL CODE - CIV

DIVISION 2. PROPERTY [654 - 1422] *(Heading of Division 2 amended by Stats. 1988, Ch. 160, Sec. 13.)*
PART 2. REAL OR IMMOVABLE PROPERTY [[755.] - 945.5] *(Part 2 enacted 1872.)*
TITLE 2. ESTATES IN REAL PROPERTY [761 - 817.4] *(Title 2 enacted 1872.)*
CHAPTER 2.5. Mobilehome Residency Law [798 - 799.11] *(Chapter 2.5 added by Stats. 1978, Ch. 1031.)*

ARTICLE 2. Rental Agreement [798.15 - 798.22] *(Article 2 added by Stats. 1978, Ch. 1031.)*

798.17. (a) (1) Rental agreements meeting the criteria of subdivision (b) shall be exempt from any ordinance, rule, regulation, or initiative measure adopted by any local governmental entity which establishes a maximum amount that a landlord may charge a tenant for rent. The terms of a rental agreement meeting the criteria of subdivision (b) shall prevail over conflicting provisions of an ordinance, rule, regulation, or initiative measure limiting or restricting rents in mobilehome parks, only during the term of the rental agreement or one or more uninterrupted, continuous extensions thereof. If the rental agreement is not extended and no new rental agreement in excess of 12 months' duration is entered into, then the last rental rate charged for the space under the previous rental agreement shall be the base rent for purposes of applicable provisions of law concerning rent regulation, if any.

(2) In the first sentence of the first paragraph of a rental agreement entered into on or after January 1, 1993, pursuant to this section, there shall be set forth a provision in at least 12-point boldface type if the rental agreement is printed, or in capital letters if the rental agreement is typed, giving notice to the homeowner that the rental agreement will be exempt from any ordinance, rule, regulation, or initiative measure adopted by any local governmental entity which establishes a maximum amount that a landlord may charge a tenant for rent.

(b) Rental agreements subject to this section shall meet all of the following criteria:

(1) The rental agreement shall be in excess of 12 months' duration.

(2) The rental agreement shall be entered into between the management and a homeowner for the personal and actual residence of the homeowner.

(3) The homeowner shall have at least 30 days from the date the rental agreement is first offered to the homeowner to accept or reject the rental agreement.

(4) The homeowner who signs a rental agreement pursuant to this section may void the rental agreement by notifying management in writing within 72 hours of returning the signed rental agreement to management. This paragraph shall only apply if management provides the homeowner a copy of the signed rental agreement at the time the homeowner returns the signed rental agreement.

(5) The homeowner who signs a rental agreement pursuant to this section may void the agreement within 72 hours of receiving an executed copy of the rental agreement pursuant to Section 798.16. This paragraph shall only apply if management does not provide the homeowner with a copy of the signed rental agreement at the time the homeowner returns the signed rental agreement.

(c) If, pursuant to paragraph (3) or (4) of subdivision (b), the homeowner rejects the offered rental agreement or rescinds a signed rental agreement, the homeowner shall be entitled to instead accept, pursuant to Section 798.18, a rental agreement for a term of 12 months or less from the date the offered rental agreement was to have begun. In the event the homeowner elects to have a rental agreement for a term of 12 months or less, including a month-to-month rental agreement, the rental agreement shall contain the same rental charges, terms, and conditions as the rental agreement offered pursuant to subdivision (b), during the first 12 months, except for options, if any, contained in the offered rental agreement to extend or renew the rental agreement.

(d) Nothing in subdivision (c) shall be construed to prohibit the management from offering gifts of value, other than rental rate reductions, to homeowners who execute a rental agreement pursuant to this section.

(e) With respect to any space in a mobilehome park that is exempt under subdivision (a) from any ordinance, rule, regulation, or initiative measure adopted by any local governmental entity that establishes a maximum amount that a landlord may charge a homeowner for rent, and notwithstanding any ordinance, rule, regulation, or initiative measure a mobilehome park shall not be assessed any fee or other exaction for a park space that is exempt under subdivision (a) imposed pursuant to any ordinance, rule, regulation, or initiative measure. No other fee or other exaction shall be

imposed for a park space that is exempt under subdivision (a) for the purpose of defraying the cost of administration thereof.

(f) At the time the rental agreement is first offered to the homeowner, the management shall provide written notice to the homeowner of the homeowner's right (1) to have at least 30 days to inspect the rental agreement, and (2) to void the rental agreement by notifying management in writing within 72 hours of receipt of an executed copy of the rental agreement. The failure of the management to provide the written notice shall make the rental agreement voidable at the homeowner's option upon the homeowner's discovery of the failure. The receipt of any written notice provided pursuant to this subdivision shall be acknowledged in writing by the homeowner.

(g) No rental agreement subject to subdivision (a) that is first entered into on or after January 1, 1993, shall have a provision which authorizes automatic extension or renewal of, or automatically extends or renews, the rental agreement for a period beyond the initial stated term at the sole option of either the management or the homeowner.

(h) This section does not apply to or supersede other provisions of this part or other state law.

(Amended by Stats. 2012, Ch. 477, Sec. 1. Effective January 1, 2013.)

RESOLUTION NO. 2017-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING RESOLUTION 2012-17 ADOPTING RENT STABILIZATION FEES FOR ARBITRATION AND ADMINISTRATIVE COSTS ~~A 2012 ASSESSMENT~~ TO CITY OF UKIAH MOBILEHOME PARKS

WHEREAS:

~~———~~1. Ukiah City Code ("UCC") Section 2715, provides that "all or any portion of the costs to administer this chapter [Division 2, Chapter 8 of the UCC ("Chapter 8")] may be collected by the imposition of an annual rent stabilization administration fee established by resolution of the City Council"; and

~~———~~2. Costs to administer the program have been assessed and are shown in Exhibit A ~~were in excess of $9,500 from December 2010 through January 13, 2012 (see attached Exhibit A), not including costs to establish a list of qualified arbitrators pursuant to UCC Section 2711.A.1.a~~; and

~~3. Additional costs were incurred by Accounting Department staff, and by Management Staff; and~~

~~———~~43. With the elimination of redevelopment agencies by the State of California, all of the cost to administer Chapter 8 is borne by the City's General Fund; and

~~———~~54. Under UCC Section 2708.C, the cost of arbitrations must be paid from the rent stabilization administration fee. ~~$18,336~~ Exhibit A states ~~represents~~ a reasonable estimate for the annual cost to administer Chapter 8, including potential arbitrations~~, and the above-referenced cost~~; and

~~———~~65. There are 382 mobilehome park spaces subject to rent control in the City of Ukiah, with the final annual per space cost being determined each year based on occupied non-long-term leased spaces ~~making the per space annual fee $48 ($18,336/382);~~ and

~~———~~76. Under UCC Section 2715, the owner who pays these fees may pass through to the tenant of the space 50 percent of the fees assessed for the space~~,~~ ; and

~~———~~87. Under UCC 2715, the resolution establishing the fee must specify the date by which the fee is due, but the fee may be paid by the park owners in quarterly installments; and

~~———~~98. There are six City of Ukiah mobilehome parks that are subject to the Rent Stabilization Ordinance, including Circle Trailer Court (60 units), Manor Home Mobile Estates (137 units), Shady Grove Mobile Home Park (4 units subject to rent control), Modern Mobile Home Park (26 units), Harold's Square Mobile Home Park (59 units), and Rancho Del Ray Mobile Home Park (96 units)~~.~~;

NOW, THEREFORE, BE IT RESOLVED that:

~~———~~1. The City Council of the City of Ukiah approves as an annual administration fee ~~in the~~an amount ~~of $48.00~~equally divided between billable spaces ~~/mobilehome park space~~ subject to rent control to be paid by the City's six mobilehome parks.

~~———~~2. The fee is due on ~~April 30~~July 30 of each year, ~~commencing on April 30, 2012,~~ but may be paid in quarterly installments on ~~April 30,~~ July 30, October 30, ~~and~~ January 30, and April 30.

~~———~~3. The City Council shall review the administration costs, including the cost of any arbitrations, on an annual basis, during budget preparation as part of the annual fee review in May and June, ~~commencing May 2013,~~ and make any adjustments so that the fee does not exceed the cost to administer Chapter 8.

PASSED AND ADOPTED at a regular meeting of the City Council held on ~~April 4, 2012,~~ December 20, 2017, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
~~Mary Anne Landis~~Kevin Doble, Mayor

ATTEST:

_____
~~JoAnne Currie~~ Kristine Lawler, City Clerk

RESOLUTION NO. 2017-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING RESOLUTION 2012-17 ADOPTING RENT STABILIZATION FEES FOR ARBITRATION AND ADMINISTRATIVE COSTS TO CITY OF UKIAH MOBILEHOME PARKS

WHEREAS:

1. Ukiah City Code ("UCC") Section 2715, provides that "all or any portion of the costs to administer this chapter [Division 2, Chapter 8 of the UCC ("Chapter 8")] may be collected by the imposition of an annual rent stabilization administration fee established by resolution of the City Council"; and

2. Costs to administer the program have been assessed and are shown in Exhibit A ; and

3. With the elimination of redevelopment agencies by the State of California, all of the cost to administer Chapter 8 is borne by the City's General Fund; and

4. Under UCC Section 2708.C, the cost of arbitrations must be paid from the rent stabilization administration fee. Exhibit A states a reasonable estimate for the annual cost to administer Chapter 8, including potential arbitrations; and

5. There are 382 mobilehome park spaces subject to rent control in the City of Ukiah, with the final annual per space cost being determined each year based on occupied non-long-term leased spaces and

6. Under UCC Section 2715, the owner who pays these fees may pass through to the tenant of the space 50 percent of the fees assessed for the space; and

7. Under UCC 2715, the resolution establishing the fee must specify the date by which the fee is due, but the fee may be paid by the park owners in quarterly installments; and

8. There are six City of Ukiah mobilehome parks that are subject to the Rent Stabilization Ordinance, including Circle Trailer Court (60 units), Manor Home Mobile Estates (137 units), Shady Grove Mobile Home Park (4 units subject to rent control), Modern Mobile Home Park (26 units), Harold's Square Mobile Home Park (59 units), and Rancho Del Ray Mobile Home Park (96 units).

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Council of the City of Ukiah approves as an annual administration fee an amount equally divided between billable spaces subject to rent control to be paid by the City's six mobilehome parks.

2. The fee is due on July 30 of each year, but may be paid in quarterly installments on July 30, October 30, January 30, and April 30.

3. The City Council shall review the administration costs, including the cost of any arbitrations, on an annual basis, during budget preparation as part of the annual fee review in May and

June, and make any adjustments so that the fee does not exceed the cost to administer Chapter 8.

PASSED AND ADOPTED at a regular meeting of the City Council held on December 20, 2017, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Kevin Doble, Mayor

ATTEST:

_____
Kristine Lawler, City Clerk

Agenda Item No.: 7d

MEETING DATE/TIME: 12/20/2017

PEAK ITEM NO: COU-237-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Review of 2018 Legislative Platform for Local, State and Federal Legislative Matters and Adoption of Resolution Adopting New Guidelines for 2018 Calendar Year

DEPARTMENT: Economic Development **PREPARED BY:** Shannon Riley

ATTACHMENTS:

Attachment 1 - ASR Legislative Platform 2017/2018

Attachment 2 - Legislative Platform - Resolution for 2018

Attachment 3 - Legislation Platform, Exhibit A

Summary: The City Council will receive a report and adopt the proposed Resolution that includes the 2018 Legislative Platform providing overall guidance that allows the Mayor and/or the City Manager, or their designee, to send letters of support or opposition to the League and the legislature to protect or advocate for legislation to better our community.

Background: On July 5, 2017, the City Council discussed and adopted Ukiah's first Legislative Platform, which outlines the parameters under which the Mayor and/or the City Manager, or their designee, may send letters of support or opposition to the League of California Cities and the legislature to protect or advocate for legislation to better our community. See Attachment #1 for the corresponding Agenda Summary Report.

RECOMMENDED ACTION: Receive report and adopt the proposed Resolution that includes the 2018 Legislative Platform providing overall guidance that allows the Mayor and/or the City Manager, or their designee, to send letters of support or opposition to the League and the legislature to protect or advocate for legislation to better our community.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: n/a

PROPOSED BUDGET AMOUNT: n/a

FINANCING SOURCE: n/a

PREVIOUS CONTRACT/PURCHASE ORDER NO.: n/a

COORDINATED WITH: n/a

Approved: Sage Sangiacomo, City Manager

Discussion: Since July, the Legislative Platform has been called upon twice. On September 12th, Mayor Brown sent a letter to the Senate Energy, Utilities and Communications Committee opposing AB 726 and AB 813, regarding a governance change and grid regionalization of the California Independent System Operator. Then, on September 26th, the Mayor authorized a letter to Governor Jerry Brown opposing SB 649 regarding wireless and small cell telecommunications facilities.

Staff has found the Legislative Platform to be a useful tool for advocacy, particularly when matters affecting the City are time sensitive. Therefore, Staff is recommending the adoption of a new resolution to coincide with the 2018 Legislative Calendar, with no changes other than the updated year (Attachments 2 and 3).

City of Ukiah

ITEM NO.: 13a

MEETING DATE: July 5, 2017

AGENDA SUMMARY REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION ADOPTING A 2017/2018 LEGISLATIVE PLATFORM TO SERVE AS GUIDELINES FOR LOCAL, STATE AND FEDERAL LEGISLATIVE MATTERS

Summary: Council will consider adoption of a Resolution adopting a 2017/2018 Legislative Platform to provide guidance regarding local, state and federal legislative matters, and allow the City to weigh in on such matters in a timely fashion. A legislative platform enables the Mayor and/or City Manager, or their designee, to submit advocacy letters on behalf of the City if the proposed legislation is within the City's adopted legislative platform guidelines. Additionally, legislative platform guidelines enable the City to actively participate in the regional, state and federal legislative processes on behalf of the City of Ukiah.

Background: The ability of the City to serve the residents and provide for a thriving and sustainable community requires support from all levels of government. Local government is uniquely and best positioned to support, serve, and respond to community and individual needs. However, with local, state and federal legislative policy, action is often needed to support local government in having this impact. These legislative policies can affect the City's ability to deliver services, shape what services are delivered, impact the resources available for services, and remove obstacles to delivering services. These policies often require immediate attention. By adopting the proposed Resolution with Exhibit A (Attachment #1) adopting the platform, the City will be able to immediately respond to specific proposed policy changes.

Discussion: In order to fulfill the City's commitment to the community, positive local, state and federal action--including the allocation of resources--should be sought.

The California State Legislature alone considers thousands of bills during each legislative session. Any number of these bills can affect cities—through changes in funding, employment law, water regulation, etc. Also, from time-to-time the League of California Cities ("the League") asks its members to support or oppose certain bills because they are beneficial or damaging to city interests. The platform would be used when applicable on local, regional, state and federal matters.

The proposed 2017/2018 Legislative Platform states it does not take positions on matters outside the scope and purpose of municipal government. Occasionally, the City is asked to take positions that do not materially affect the scope and purpose of our municipal government; these tend to be quality of life or social issues such as "end-of-life" legislation or federal government matters like foreign policy.

Continued on Page 2

RECOMMENDED ACTION(S): Adopt Resolution adopting proposed 2017/2018 Legislative Platform.

ALTERNATIVES: Remand to staff with direction.

Citizens advised:	N/A
Requested by:	N/A
Prepared by:	Maya Simerson, Project and Grant Administrator
Coordinated with:	Sage Sangiacomo, City Manager and Kristine Lawler, City Clerk
Presenter:	Sage Sangiacomo, City Manager
Attachments:	1. Draft Resolution with Exhibit A - Proposed 2017/2018 Legislative Platform

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: _____ for
Sage Sangiacomo, City Manager

The legislative platform would not preclude the Mayor or Councilmembers from placing an item on the agenda for consideration. However, it would provide guidance to others about positions typically taken by the City Council.

To this end, if the City should adopt the proposed 2017/2018 Legislative Platform, it would provide a guide for the City's legislative advocates and highlight key issues important to the local community. The platform provides eleven over-arching guiding principles intended for specific legislative action and supports existing City Council-established goals and policies. The legislative priorities outlined streamline the legislative approval process by providing clear direction on pertinent legislative issues for our community.

The platform will be reviewed by Council on an annual basis in coordination with the State's legislative calendar, and will be added to the tracking calendar for Council review.

Staff recommends the adoption of the proposed Resolution that includes the 2017/2018 Legislative Platform providing overall guidance that allows the Mayor and/or the City Manager, or their designee, to send letters of support or opposition to the League and the legislature to protect or advocate for legislation to better our community.

FISCAL IMPACT:
N/A

RESOLUTION NO. 2017-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROVING AND ADOPTING A 2017-18 LEGISLATIVE PLATFORM

WHEREAS; a legislative platform is a tool that the City Council and staff can utilize to support the goals and objectives of the City; and

WHEREAS, the California State Legislature alone considers thousands of bills during each two-year legislative session; and any number of these bills can affect cities—through changes in funding, employment law, or water regulation as examples; and

WHEREAS, development of a Legislative Platform provides the opportunity to identify issues and priorities that may be addressed through legislative advocacy; and

WHEREAS, the City desires to be proactive and involved in the governmental decision making process directly affecting the City of Ukiah and the League of California Cities; and

WHEREAS, the platform will also be used when applicable on other local, regional, state, and federal matters not evaluated by the League; and

WHEREAS, adoption of a 2017/2018 Legislative Platform enables the City Council and staff to react quickly to most legislative issues as they arise; and

WHEREAS, the 2017/2018 Legislative Platform can be provided to State and Federal representatives so they are made aware of the issues that are important to Ukiah; and

WHEREAS, the City Council wishes to adopt the 2017/2018 Legislative Platform which provides overall guidance that allows the City Manager and/or the Mayor, or their designee, to send letters of support or opposition to the League and the local, state and federal legislature in certain instances.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Ukiah hereby adopts a "2017/2018 Legislative Platform," attached as "Exhibit A" to this Resolution.

DULY AND REGULARLY ADOPTED this 5th day of July, 2017.

CITY OF UKIAH

_____
Jim O. Brown, Mayor

ATTEST:

_____
Kristine Lawler, City Clerk

DRAFT

CITY OF UKIAH
LEGISLATIVE PLATFORM 2017/2018

PURPOSE OF PLATFORM

The City of Ukiah recognizes the need for active legislative engagement at the local, state and federal levels to protect and enhance the interests of Ukiah's residents and businesses. Accordingly, City officials maintain close relationships with Ukiah's state and federal representatives to advocate, influence and monitor pertinent legislation.

The purpose of this platform is to clearly outline the position of the City on priority issues and matters that impact the City's ability to operate effectively, while allowing consideration of additional legislative issues that arise during the legislative session. By doing this, the legislative process is streamlined by receiving clear direction at the beginning of the legislative session from the City Council on pertinent legislative issues.

The League of California Cities is a primary resource for the City of Ukiah with respect to state and federal legislative matters affecting municipal government. The platform will also be used when applicable on other local, regional, state and federal matters not evaluated by the League. Platform priorities are intended to assist the Mayor, City Council, and staff to proactively and appropriately address legislation to promote City interests and preserve local legislative authority if and when necessary.

PRIORITIES

The City of Ukiah takes the following positions and the Mayor and/or the City Manager may send corresponding letters of opposition or support without further City Council action.

1. The City values its ability and authority to exercise local control, enable excellent public services and protect and enhance the quality of life for Ukiah residents and businesses. The City supports efforts to streamline regulations that simplify the job of running the City and opposes efforts that erode the City's authority to control its own affairs.

2. The City opposes attempts to decrease, restrict or eliminate city revenue sources and opposes any efforts at the local, state or federal level to retain additional revenues currently dedicated to local government for state purposes.

3. The City opposes any regulations or legislative actions that would eliminate or limit the City's ability to provide utility services within the incorporated jurisdiction.

4. The City supports local, state and federal budget plans that provide sustainable, reliable funding for priority local government programs.

5. The City supports any legislative or regulatory action that increases the energy value for the electric customer.

6. The City supports the use of California Air Resources Board's (CARB) Cap and Trade program allowances and energy resources that are clean, renewable and cost effective.

7. The City supports increases in transportation funding for local street and road improvements to promote investing in the maintenance and rehabilitation of aging infrastructure.

8. The City embraces efforts to obtain funding for economic development and environmental initiatives, including planning and implementation of regional transportation and traffic

congestion relief projects, and the creation of affordable housing. The City also supports legislation that provides incentives for job creation and retention, including legislation that increases funding and allowable uses for the Community Development Block Grant program.

9. The City supports policy that advocated for a clean environment and policy to improve environmental standards and promote sustainable energy policies.

10. The City supports legislation and policies that enable local officials to access resources to provide quality police, fire, emergency management, emergency medical services, youth violence prevention initiatives, and to engage the community in its own safety.

11. The City values a sustainable quality of life and supports parks and open space, recreation facilities, environmental and climate protection, resource conservation, libraries, arts and culture and legislation and policies that emphasize sustainable development.

In most cases the City of Ukiah will not take positions on matters not affecting the primary scope and purpose of municipal government – for example social issues or foreign policy, however such items can be brought forward to Council if appropriate.

TRACKING

The City Manager (or City Manager designee) will provide updates on important legislative issues and/or those matters that the City has stated a position on during the City Manager's comment section to City Council. Copies of all correspondence will be copied to City Council.

REVIEW

This platform will be reviewed prior to each year's legislative session in January of each year.

RESOLUTION NO. 2017-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROVING AND ADOPTING A 2018 LEGISLATIVE PLATFORM

WHEREAS; a legislative platform is a tool that the City Council and staff can utilize to support the goals and objectives of the City; and

WHEREAS, the California State Legislature alone considers thousands of bills during each two-year legislative session; and any number of these bills can affect cities—through changes in funding, employment law, or water regulation as examples; and

WHEREAS, development of a Legislative Platform provides the opportunity to identify issues and priorities that may be addressed through legislative advocacy; and

WHEREAS, the City desires to be proactive and involved in the governmental decision making process directly affecting the City of Ukiah and the League of California Cities; and

WHEREAS, the platform will also be used when applicable on other local, regional, state, and federal matters not evaluated by the League; and

WHEREAS, adoption of a 2018 Legislative Platform enables the City Council and staff to react quickly to most legislative issues as they arise; and

WHEREAS, the 2018 Legislative Platform can be provided to State and Federal representatives so they are made aware of the issues that are important to Ukiah; and

WHEREAS, the City Council wishes to adopt the 2018 Legislative Platform which provides overall guidance that allows the City Manager and the Mayor, or their designee, to send letters of support or opposition to the League and the local, state and federal legislature in certain instances.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Ukiah hereby adopts a “2018 Legislative Platform,” attached as “Exhibit A” to this Resolution.

DULY AND REGULARLY ADOPTED this 20th day of December, 2017.

AYES:
NOES:
ABSTAIN:
ABSENT:

CITY OF UKIAH

_____
Kevin Doble, Mayor

ATTEST:

_____
Kristine Lawler, City Clerk

EXHIBIT A

CITY OF UKIAH
LEGISLATIVE PLATFORM 2018

PURPOSE OF PLATFORM

The City of Ukiah recognizes the need for active legislative engagement at the local, state and federal levels to protect and enhance the interests of Ukiah's residents and businesses. Accordingly, City officials maintain close relationships with Ukiah's state and federal representatives to advocate, influence and monitor pertinent legislation.

The purpose of this platform is to clearly outline the position of the City on priority issues and matters that impact the City's ability to operate effectively, while allowing consideration of additional legislative issues that arise during the legislative session. By doing this, the legislative process is streamlined by receiving clear direction at the beginning of the legislative session from the City Council on pertinent legislative issues.

The League of California Cities is a primary resource for the City of Ukiah with respect to state and federal legislative matters affecting municipal government. The platform will also be used when applicable on other local, regional, state and federal matters not evaluated by the League. Platform priorities are intended to assist the Mayor, City Council, and staff to proactively and appropriately address legislation to promote City interests and preserve local legislative authority if and when necessary.

PRIORITIES

The City of Ukiah takes the following positions and the Mayor and the City Manager may send corresponding letters of opposition or support without further City Council action.

1. The City values its ability and authority to exercise local control, enable excellent public services and protect and enhance the quality of life for Ukiah residents and businesses. The City supports efforts to streamline regulations that simplify the job of running the City and opposes efforts that erode the City's authority to control its own affairs.

2. The City opposes attempts to decrease, restrict or eliminate city revenue sources and opposes any efforts at the local, state or federal level to retain additional revenues currently dedicated to local government for state purposes.

3. The City opposes any regulations or legislative actions that would eliminate or limit the City's ability to provide utility services within the incorporated jurisdiction.

4. The City supports local, state and federal budget plans that provide sustainable, reliable funding for priority local government programs.

5. The City supports any legislative or regulatory action that increases the energy value for the electric customer.

6. The City supports the use of California Air Resources Board's (CARB) Cap and Trade program allowances and energy resources that are clean, renewable and cost effective.

7. The City supports increases in transportation funding for local street and road improvements to promote investing in the maintenance and rehabilitation of aging infrastructure.

8. The City embraces efforts to obtain funding for economic development and environmental initiatives, including planning and implementation of regional transportation and traffic congestion relief projects, and the creation of affordable housing. The City also supports legislation that provides incentives for job creation and retention, including legislation that increases funding and allowable uses for the Community Development Block Grant program.

9. The City supports policy that advocates for a clean environment and policy to improve environmental standards and promote sustainable energy policies.

10. The City supports legislation and policies that enable local officials to access resources to provide quality police, fire, emergency management, emergency medical services, youth violence prevention initiatives, and to engage the community in its own safety.

11. The City values a sustainable quality of life and supports parks and open space, recreation facilities, environmental and climate protection, resource conservation, libraries, arts and culture and legislation and policies that emphasize sustainable development.

In most cases the City of Ukiah will not take positions on matters not affecting the primary scope and purpose of municipal government – for example social issues or foreign policy, however such items can be brought forward to Council if appropriate.

TRACKING

The City Manager (or City Manager designee) will provide updates on important legislative issues and/or those matters that the City has stated a position on during the City Manager's comment section to City Council. Copies of all correspondence will be copied to City Council.

REVIEW

This platform will be reviewed prior to each year's legislative session in January of each year.

Agenda Item No.: 7e

MEETING DATE/TIME: 12/20/2017

PEAK ITEM NO: COU-241-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Award Professional Services Agreement in the Amount of $268,338 to GHD Inc. to Prepare Bid Documents for the Northwestern Pacific Rail Trail Project Phase 2, Specification No. 17-12 and Approve Budget Amendment

DEPARTMENT: Public Works **PREPARED BY:** Ben Kageyama

ATTACHMENTS:

Attachment 1 - GHD Proposal

Summary: The City Council will consider awarding a professional services agreement to GHD to prepare the bid documents for the Northwestern Pacific (NWP) Rail Trail Phase 2 project. The City Council will also consider approving a budget amendment for this work.

Background: This work involves the completion of the design and the preparation of the plans, specifications, and estimate for the NWP Rail Trail Phase 2 project. The NWP Rail Trail Phase 2 will extend the existing rail trail from Gobbi Street south to Commerce Drive and will include a bridge crossing of Doolin Creek. Staff obtained Caltrans funding through the Active Transportation Program (ATP) for the design and construction of this project.

Discussion: Staff issued a request for proposals (RFP) and sent it to eight prospective consultants and to Integrated Marketing Services (IMS). IMS utilizes the internet and electronic notification to inform prospective

RECOMMENDED ACTION: Award professional services agreement to GHD in the amount of $268,338 to prepare the bid documents for the Northwestern Pacific Rail Trail Phase 2 project and approve budget amendment

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: $268,338; 50X00000 (ATP - new fund number)

FINANCING SOURCE: Caltrans Active Transportation Program

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

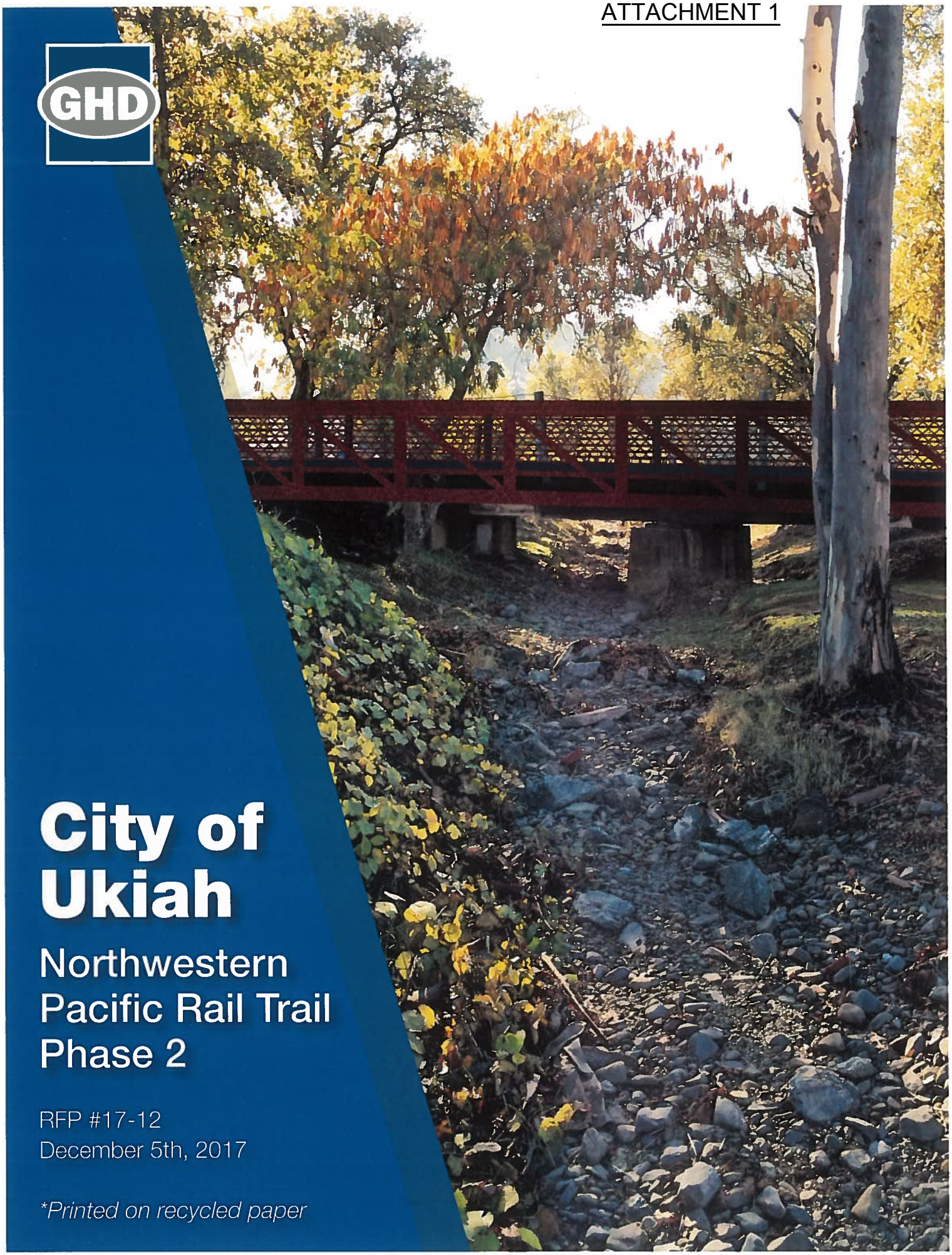
COORDINATED WITH: Tim Eriksen

Approved: Sage Sangiacomo, City Manager

consultants regarding RFP's. In addition, staff posted the RFP to the City's website. In response to the City's RFP, one consulting firm, GHD submitted a proposal (Attachment #1). The City's consultant selection committee reviewed the proposal and found it to be very thorough in its response to the RFP. After selecting GHD, staff opened GHD's sealed fee proposal, interviewed GHD, and negotiated a slightly reduced fee. The total GHD fee $268,338 proposed for this project is less than staff's fee estimate of $325,225. Staff therefore found the fee to be commensurate with the scope of work. ATP funding for this project will be provided to the City on a reimbursement basis. Staff recommends approval of a professional services agreement for this work and approval of the corresponding budget amendment.

2

ATTACHMENT 1



City of Ukiah

Northwestern Pacific Rail Trail Phase 2

RFP #17-12
December 5th, 2017

*Printed on recycled paper

1. Cover letter

December 5, 2017

GHD Inc.
2235 Mercury Way, Santa Rosa, CA 95407
T 707 523 1010 **W** www.ghd.com

City of Ukiah
Department of Public Works
300 Seminary Avenue
Ukiah, CA 95482-5400
Attn: Ben Kageyama, Senior Civil Engineer

RE: Northwestern Pacific Rail Trail Phase 2 – Specification No. 17-12

Dear Mr. Kageyama,

GHD is thrilled to submit the following proposal to assist the City of Ukiah with complete Phase 2 design of the Northwestern Pacific Rail Trail project. GHD and our teaming partner, Alta Planning + Design, worked together with the City to complete Phase 1 of this important rail-with-trail project, and we look forward to providing continuity for the City, ultimately benefitting both the fast-track schedule and the grant-funded budget.

GHD and Alta intend to follow much of the same project-tested approach as developed in Phase 1, and as laid out in Figure 2.3 in Section 2 (Project Approach and Schedule) of this proposal. Most importantly, as timing is absolutely key, in order to meet the schedule established for this project, it is critical that the approach be efficiently executed with each task. GHD's project management and design team has worked with the City (as noted below) on numerous projects, several of which are under construction. We have an established relationship with City staff, as well as with Mr. Kageyama, enabling us to focus on the project immediately and quickly move from the feasibility study into the detailed design phase.

The GHD team is unmatched in its ability to serve the City with Phase 2 design due to:

Knowing this Northwestern Pacific Rail Trail project better than any other consultant team. Alta Planning + Design's experience with the City of Ukiah encompasses all phases for this project, including the 1999 Bicycle and Pedestrian Master Plan, in which Alta first identified the priority of implementing the Northwestern Pacific Rail Trail project. Alta then developed and delivered the Northwestern Pacific Rail Trail Feasibility Study, which prepared a preliminary design and cost estimates for the approximately 1.5-mile rail-with-trail facility. The planning for the overall rail trail project was further developed in the 2012 Mendocino County Rail-with-Trail Corridor Plan (2012 Trail Corridor Plan), which was completed by Alta and GHD. This work set the stage for the Northwestern Pacific Rail Trail Phase 1 project, on which GHD and Alta teamed to provide a full suite of environmental, engineering, and permitting services (as well as stormwater pollution prevention plan [SWPPP] preparation), for the City's Class 1, ADA-accessible, non-motorized trail along the North Coast Railroad Authority (NCRA) Railroad Corridor between Gobbi Street and Clara Avenue in Ukiah. Since its inception, the Northwestern Pacific Rail Trail project has been steered by GHD and Alta.

Extensive rail-with-trail (RWT) experience. GHD has managed numerous transportation studies and design projects, transforming travel corridors to serve more livable conditions, creating traffic calming schemes, and designing traffic control systems which favor local bicyclists and pedestrians. We have worked on several such RWT and Safe Routes for Schools projects for the Mendocino Council of Governments; SMART; the cities of Arcata, Eureka, Rio Dell, Cloverdale, and Fortuna; and for Humboldt County, all within the past five years. In 2002, Alta led a major three-year study for the Federal Highway Administration (FHWA): *Rails with Trails: Lessons Learned*. It developed the best practices for RWT projects, which involve trails and bike paths located on or near active railroad corridors. From there, Alta has worked on dozens of RWT projects across the nation and has partnered extensively with GHD. Together, GHD and Alta represent the nation's top professionals in RWT design.

Our familiarity and experience with the City of Ukiah. GHD has been working with the City of Ukiah for over a decade,

primarily in the context of transportation improvements, though our staff has also completed sanitary sewer master plans and Letter of Map Revisions (LOMR) on, notably, Doolin Creek (which has a bridge that is an important part of this Phase 2), amongst a wide variety of other multidisciplinary work. Alta's experience with the City of Ukiah encompasses all phases for this Northwestern Pacific Rail Trail project, including the Bicycle and Pedestrian Master Plan, in which Alta first identified the priority of implementing the Northwestern Pacific Rail Trail project. Alta has also completed a Safe Routes to Schools project for the City. Our team understands Ukiah's needs, standards, and long-term goals.

An approach to meeting a fast-track schedule based on specific knowledge and experience. The project team can only meet the schedule if able to immediately start on the project and rapidly complete both the topographic survey and flood zone analysis. GHD previously completed a portion of the Phase 2 mapping as a part of the Transportation Improvements for the Redwood Business Park project, allowing us to build upon an existing basemap in order to complete the trail and drainage design. The survey will be completed by GHD's in-house resources. This survey approach will reduce survey costs and allow us to quickly focus the Corridor Management Plan and Preliminary (30%) Design, thereby fulfillng the most crucial step in the accelerated schedule and moving the project forward.

We are ready to start—now. In preparing our proposal, we met with the City multiple times to discuss specific details and potential challenges regarding the Phase 2 project. We walked and photo-documented (the evidence of which you can find throughout the proposal) the entire Phase 2 alignment, as well as obtaining and reviewing all background documentation, including NCRA right-of-way mapping and the applicable policies, goals, and objectives outlined in the 2014 Ukiah Bicycle and Pedestrian Master Plan (prepared by Alta). We have even developed renderings for specific portions of the Phase 2 segment, which we've included in Section 2.

Through a combination of our unique historic understanding of the project, our recent investigative efforts, and our extensive in-house resources, we believe our team provides an unparalleled blend of expertise and staff availability.

This proposal is signed by Bill Silva, who is authorized to negotiate and bind GHD contractually. His name, title, and telephone number is shown below. His address is included at the beginning of this cover letter.

This proposal is a firm offer for a minimum period of thirty (30) days after the submittal date.

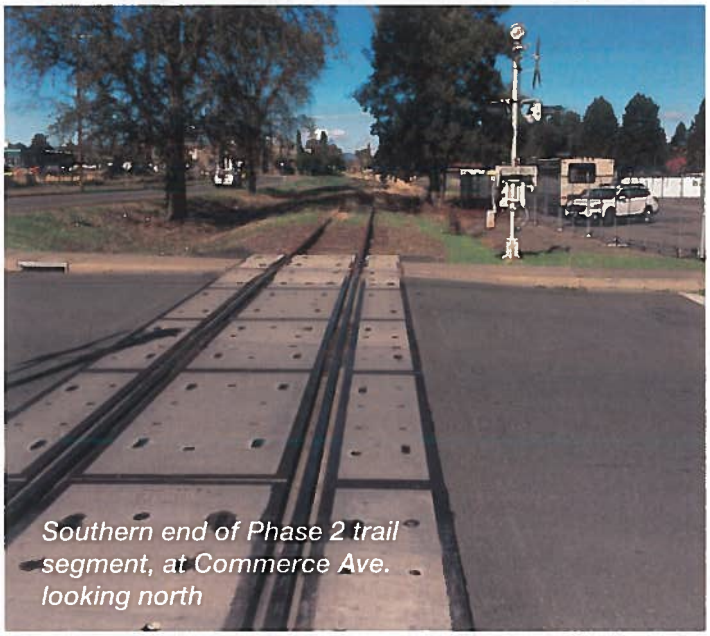
We look forward to your response and appreciate the opportunity to continue serving the City, both with the continuation of this important trail project and for many years to come.

Sincerely,
GHD INC.

William Silva, PE, QSD/QSP
Principal-in-Charge
707 523 1010

Pat Tortora, PE, LEED AP
Project Manager

2. Project approach and schedule



Southern end of Phase 2 trail segment, at Commerce Ave. looking north

Northern end of Phase 2 trail segment, at Gobbi St. looking south from the Phase 1 segment

Northwestern Pacific Rail Trail Background

In 1999, the City of Ukiah began to plan a new Class I trail adjacent to the Northwestern Pacific (NWP) railroad tracks in the North Coast Railroad Authority (NCRA) right-of-way (R/W) corridor. The trail concept appeared in the City's 1999 Bicycle Master Plan, completed by GHD teaming partner Alta Planning + Design. The project was ranked as the highest priority in the Bicycle Master Plan and in the 2006 Mendocino County Regional Bikeway Plan. The planning for the overall NWP Rail Trail Project was further developed in the 2002 Rail Trail Feasibility Study, also completed by Alta, as well as in the 2012 Mendocino County Rail-with-Trail Corridor Plan (2012 Trail Corridor Plan), which was completed by Alta and GHD.

The NWP Rail Trail project has broad community support and, of critical importance, the support of the NCRA. Within the City of Ukiah, the NWP Rail Trail project was divided into three segments, to be implemented in three phases:

- **Phase 1:** Clara Street in the north to Gobbi Street in the south
- **Phase 2:** Gobbi Street in the north to Commerce Drive in the south
- **Phase 3:** Brush Street in the north to Clara Street in the south

In 2012, the City selected the GHD/Alta team to deliver Phase 1 of the project, which was the first rail-with-trail project to be designed and constructed within the NCRA R/W in Mendocino County, involving surveying and mapping; preparation of the Trail Corridor Management Plan, Safety Plan, and Trail Policy; a public workshop; and the complete design. Construction of Phase 1 completed in 2015, with GHD providing construction management and inspection services.

GHD also assisted the City in obtaining California Public Utilities Commission (CPUC) approvals, and in creating a License Agreement between the City and NCRA for the further development of the NWP Rail Trail project, a 25-year agreement that is critical to the overall success of this three-phase endeavor by granting the City a non-exclusive license to access and utilize the NCRA R/W to construct, operate, and maintain a Class I trail (in addition to outlining other requirements).

Most of the detailed requirements referenced in the agreement are described in the NCRA Policy & Procedures Manual, §0907 Trail Projects on the NWP Line Rights-of-Way: Design, Construction, Safety, Operations, and Maintenance Guidelines (Rail-with-Trail Guidelines). These guidelines encompass requirements for licensing, permitting, and planning for trail projects in the NCRA R/W. Two of the key planning documents required by these guidelines are a feasibility study and safety plan. GHD incorporated the feasibility study and safety plan documentation in the Phase 1 Trail Corridor Management Plan, a document that addresses management issues throughout the study area relating to use and design of the facility. This study and documentation are also needed for Phase 2:

The feasibility study was required to demonstrate a project's comprehensive viability, as well as to present an alternatives analysis. The 2012 Mendocino County Rail with Trail Corridor Plan meets this requirement, and identifies this Phase 2 project segment as a Segment No. S9.

The safety plan lays out engineering standards, trespassing and crime prevention strategies, signage, access points, and methods/processed for coordination with police and fire protection. GHD and Alta has together completed these documents for previous projects, including for, as previously mentioned, the Phase 1 portion of this project.

Phase 2 Project Understanding

In 2016 the City received an Active Transportation Program (ATP) grant from the State of California (administered through Caltrans) to complete the Phase 2 segment. The ATP program consolidates existing federal and State transportation programs and funding with the purpose of encouraging increased use of active (non-motorized) modes of transportation, covering costs associated with Project Approval and Environmental Documentation (PA&ED), R/W (if required), and Plans, Specifications and Estimate (PS&E) phases.

In June 2016, the City completed the Phase 2 environmental documentation through a CEQA Notice of Exemption. The project was determined to be Categorically Exempt under Section 15303 (Class 3, new construction of small facilities) and Section 15304 (Class 4, construction of a bicycle/multi-use trail within an existing right-of-way).

The Phase 2 trail segment is approximately 4,170 feet (0.79 miles), and encompasses several culvert crossings, a new bridge over Doolin Creek, and new mid-block pedestrian crossings at Talmage Road and Commerce Drive. Unlike the Phase 1 project alignment, which was located on the west side of the NWP railroad tracks, the Phase 2 alignment is proposed on the east side of the tracks. This alignment has several advantages, as well as a couple of potential challenges. These opportunities and constraints are described below, under **"Approach"**.

The City has established a schedule for the project, with the goal of completing design in April 2018 so it can be included in the California Transportation Commission (CTC) board meeting (June 27-28, 2018 in Sacramento) packet for approval. This schedule item is an important goal for the City, as it will ensure that construction moves forward during Summer 2018. Achieving this schedule is contingent on overcoming key project issues, which are also described below, under **"Approach"**.

The GHD and Alta team has a very deep understanding of this project, developed over the past 15 years, and so is able to leverage a tremendous amount of recent experience with the City of Ukiah on Phase 1 of the Northwestern Pacific Rail Trail project, as well as many other similar rail-with-trail projects (described in **Section 3** and **Section 6** of this proposal) to successfully meet the ambitious schedule and deliver all project components to the satisfaction of the City.

Within the past five years, we have also worked directly with NCRA and NWPCO staff on the development of numerous rail-with-trail projects in Northern California. GHD and Alta trail designs have become the centerpiece of communities, and we recognize the potential for currently underutilized land to increase in value as the trail gains popularity, which includes opportunities for trail-front businesses.

Additionally, Alta is recognized nationwide as a leader in the development of trail projects within railroad rights-of-way. They have published reports, in collaboration with the U.S. Department of Transportation, that examine safety, design, and liability issues associated with the development of shared use paths and other trails within or adjacent to active railroad and transit rights-of-way.

Phase 2 Approach

In preparing our proposal, we met with the City multiple times to discuss specific details and potential challenges regarding the Phase 2 project. We walked and photo-documented (the evidence of which you can find throughout this section) the entire Phase 2 alignment, as well as obtaining and reviewing all background documentation, including NCRA R/W mapping and the applicable policies, goals, and objectives outlined in the 2014 Ukiah Bicycle and Pedestrian Master Plan (prepared by Alta).

Through a combination of our unique historic understanding of the project and our recent investigative efforts, we have identified some key challenges within Phase 2. The following section identifies these key challenges and GHD's proposed approach to each.

Schedule Constraints: To meet the schedule established for this project, it is critical that the approach be efficiently executed with each task. As noted in **Section 3**, GHD's project management and design team has worked with the City on numerous projects, several of which are under construction. We have an established relationship with City staff, as well as with the City's Project Manager on this project (Ben Kageyama), enabling us to focus on the project immediately and quickly move from the feasibility study into the detailed design phase, as outlined in the RFP (No. 17-12).

The project team can only meet the schedule (**See the end of this secton.**) if able to immediately start on the project

and rapidly complete both the topographic survey and flood zone analysis. A portion of the Phase 2 mapping was previously completed by GHD as a part of the Transportation Improvements for Redwood Business Park project (City Specification 17-09), which is currently under construction. We will build on this existing basemap with a detailed topographic survey of features within the project area in order to complete the trail and drainage design. We propose to conduct a focused topographic survey on the east side of the railroad tracks where the alignment is designated in the ATP grant application. In order to quickly complete the survey, we will use a combination of aerial drone and truck-mounted equipment (with limited manual survey) at specifically and strategically chosen locations, such as at Doolin Creek. The survey will be completed by GHD's in-house resources. This survey approach will reduce survey costs and allow us to quickly focus the Corridor Management Plan and Preliminary (30%) Design.

Preliminary Design and Lighting Standards: Key goals of the Preliminary Design are to verify that the minimum offset of the trail improvements from the centerline of the railroad tracks is met, to confirm that R/W and flood zone requirements are achieved, and to reflect all of the proposed amenities on the plans and in the opinion of probable construction cost. Some of these amenities include benches and trash receptacles, crossing details, barriers, and lighting standards. In particular, the pedestrian lighting standards to be used in Phase 2 warrant research.

The lighting standards installed in Phase 1 are the IPL Series manufactured by Firstlight Technologies, a solar powered LED integrated architectural area light specifically designed for use in recreational bikeway/pathway and public space lighting applications. These lights used a lead acid battery to store solar energy generated during the day, but, after about one year of installation, the City noted that many of the batteries were failing, resulting in a dark or dimly lit trail at night. The City has been in contact with Firstlight Technologies, who recognized that this was an issue, and has since replaced the lead acid batteries with lithium ion batteries that have an 8- to 10-year life cycle.

Figure 2.1. Rendering of ADA ramp crossing at Talmage Rd trail intersection (looking north)

The GHD team will work with the City to confirm the preferred lighting standard type, and develop a specification that addresses the performance issues that have occurred with the Phase 1 lights, potentially including an extended warranty on the batteries.

Rights-of-Way: Based on the current concept alignment, a potential R/W need exists on the north side of the Talmage Road crossing. The concept drawings included in the ATP application and the City's RFP (No. 17-12) show a change in trail alignment at this location to avoid existing rail equipment (signal, gate, cantilever, and an electrical service). This change in alignment could result in the trail encroaching on the private property to the east, necessitating R/W acquisition or an easement, which could potentially add months to the project schedule, requiring a schedule extension and a later CTC approval date.

From our field review and measurements at the Talmage Road crossing, it appears that the existing rail signal/gate and an electrical service are in conflict with the proposed trail. A minimum clear distance of 23 feet is needed to construct the proposed 10-foot-wide trail with 2-foot-wide shoulders and maintain a 9-foot offset from the centerline of the tracks. Clear distance at this location is currently limited to about 18 feet. If NCRA is agreeable to removing the rail signal/gate and an electrical service, then the trail alignment could be maintained entirely within the NCRA R/W. The existing cantilever will remain. The City could commit to completing a future trail improvement for relocation of the gate and service when NCRA restores rail service in Ukiah. This approach will avoid impactful delays in the schedule associated with R/W appraisal and acquisition efforts on a Caltrans-administrerd project.

Proposed Alignment: Having completed the Preliminary Design, we will be able to quickly focus attention on the key issues and proceed confidently with the development of the proposed alignment. GHD and Alta will develop the design to meet or exceed rail-with-trail guidelines, paying close attention to details. For example, although rail-with-

Figure 2.2. Rendering of new pedestrian bridge crossing at Doolin Creek

trail guidelines allow the trail to be set back a minimum of 8.5 feet from the centerline of the track, the offset should be increased to allow for the placement of trail signing. The concept for the project is to maintain a minimum of 9.0 feet from the centerline of the track. This allows signs to be adjacent to the trail while still staying outside of the required setback. Our intersection details will also be developed so that they are suitable for submission to the CPUC for changes to the at-grade crossings (GO88B Modification of an Existing Rail Crossing).

Environmental and Drainage Impacts: The proposed trail alignment was developed to minimize environmental impacts and disturbance of existing drainage patterns by locating it away from the edge of the R/W where many large trees are present, as well as to utilize existing drainage paths. The Phase 2 trail alignment is generally located downslope of the tracks, which is also the same general direction of drainage in the project area. Our site-specific drainage review indicates that drainage improvements should be fairly straightforward to address during design. There are several large drainage structures south of Gobbi Street that can be used, as well as drainage ditches and vegetated swales that will provide some stormwater treatment prior to discharging to the City's storm drain system. The trail will cross several existing culverts within 600 feet south of Gobbi Street and a box culvert made of railroad ties located about 600 feet north of Cherry Street. These culverts are not anticipated to be encountered or impacted by the design.

We will use the new data collected during the topographic survey and continue the approach of avoiding impacts as much as practical. This will reduce the need for costly drainage improvements and reduce the potential for having to revisit the City's CEQA analysis. Where the drainage options in the project area are limited, we will seek to balance the runoff created by the construction of the trail with vegetated buffers to improve the infiltration adjacent to the trail to avoid any increase in the amount of runoff. The estimated area of disturbance of the project is anticipated to be very close to, but less than, 1 acre. We will seek to minimize the input where practical to keep the disturbance area less than one acre to help avoid having to develop a Stormwater Pollution Prevention Plan (SWPPP) and the rest of the NPDES stormwater regulatory requirements. The effort to prepare a SWPPP, if needed, is included in our proposal.

Doolin Creek: The bridge over Doolin Creek is an important feature of the project. Confirming the existing ground elevation in the vicinity of the proposed bridge relative to the FEMA flood elevation is critical to determining the amount of fill material required to establish the bridge deck above the flood elevation. This element of the project has the potential to require a California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreement if the improvements substantially change the creek bank. This is an item integral to maintaining the schedule, and if it is determined that a CDFW permit is needed, we will require an extension to the schedule and CTC approval date.

A primary goal of our proposed approach is to quickly complete the topographic survey and address this potential issue as early as possible.

Phase 2 Scope of Work

The proposed scope of work to complete the planning and design of Phase 2 of the Northwestern Pacific Rail Trail project is described in the following tasks, as well as in **Figure 2.3**, which lays out a flowchart of our proposed scope. We welcome the City's review of the proposed scope and are open to discussing any changes which may better suit the project needs.

Task 1. Project Management

GHD will be responsible for managing the coordinated effort of both GHD and Alta staff. This task includes the efforts required for GHD's Project Manager, with administrative assistance, to manage the project contract, coordinate team personnel and sub-consultants, maintain the project schedule, coordinate and perform quality assurance and quality control reviews, prepare invoicing, and attend field and deliverable review meetings.

GHD will organize and facilitate a kick-off meeting with the City, Alta, and other key members of the project team. The purpose of the kickoff meeting will be to:

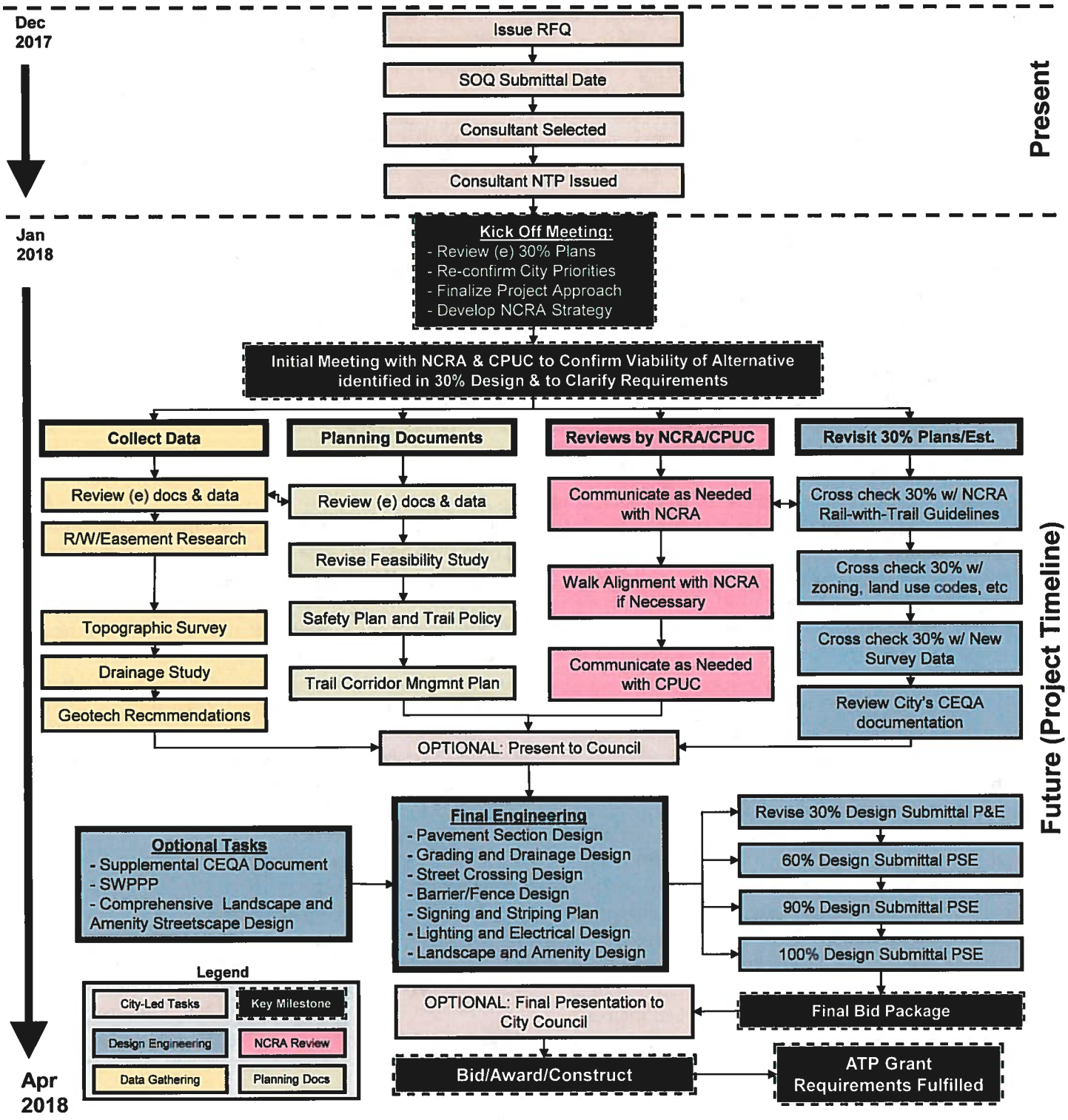
- Discuss the project goals;
- Discuss and refine the project's scope of work and schedule as needed;
- Confirm roles and responsibilities;
- Confirm the expectations of the City;
- Confirm the schedule for project status meetings;
- Confirm and request available background data.

Task 2. Review and Evaluate Existing Documents and Data

The GHD team will review and summarize existing data from the site visits, previous studies and plans, survey and record information, and relevant City planning documents. GHD will specifically review:

- ATP grant application
- 2012 Mendocino County Rail with Trail Corridor Plan (prepared by GHD and Alta)
- NCRA Rail-with-Trail Guidelines
- License Agreement between the City and NCRA
- 1999 and 2014 Ukiah Bicycle and Pedestrian Master

Figure 2.3. Proposed Phase 2 Scope



Plans (prepared by Alta)

- 2002 Ukiah NWP Rail Trail Feasibility Study (prepared by Alta)

GHD will also review other relevant zoning ordinances and General Plan policies, addressing data gaps with further field review and data collection from the City, NCRA, and local agencies, if necessary.

Specific items to be resolved for project context include:

- Adjacent land uses (both existing and future)
- Access points (vehicular and bike/pedestrian)
- Street crossing conditions/configurations
- Potential environmental impacts

- Future trail extension along Airport Road to the south

When authorized to proceed with the project, the GHD team will contact CDFW to determine if they will require the City to submit a permit application for a Section 1602 Streambed Alteration Agreement. If so, we have included an optional task to prepare the permit application and coordinate with CDFW.

Deliverables:

- No specific deliverables for this task; the results of this task will be reflected in other deliverables, below

Assumptions:

- The City will provide access to relevant documents, GIS data, and other documents, as needed, to complete this task.

Task 3. Geotechnical Investigation and Survey

Limited Geotechnical Investigation: Based on a review of available geotechnical and geologic information, as well as past project geotechnical studies nearby, GHD understands the bridge site over Doolin Creek is underlain by Quaternary alluvium consisting of soft to stiff clay and silt to 15 to 20 feet. The silt and clay is likely underlain by medium dense sand and gravel. The site is in a region of high seismicity.

The objective of the GHD team's geotechnical investigation is to evaluate and understand the geology and geotechnical engineering properties of the site to provide geotechnical recommendations for foundation design, pavement design, retaining wall design, and earthwork. All work will be under the responsible charge of a Chris Trumbull, our team's licensed Geotechnical Engineer. Exploration will include up to five (5) borings drilled to depths of 10 to 50 feet in the pathway alignment (one at the south end of the trail segment, by Hastings Ave.; two just north of the Talmage Rd. intersection; one approximately halfway between the Gobbi St. intersection and near where Cherry St. dead-ends into the trail segment; and one at the north end of the trail segment, near Gobbi St.). Samples will be obtained for lithology development and laboratory testing. The borings will be drilled and backfilled with grout under the guidelines of the Mendocino County Environmental Health Department guidelines. GHD will facilitate laboratory testing for strength, corrosion, index, and pavement, as well as provide engineering analysis for soil compressibility, expansion, liquefaction, earthwork, foundations, retaining walls, and pavements. GHD will then summarize findings and conclusions in a design-level geotechnical investigation report, which will include characteristics of the soil and groundwater conditions, a plan showing boring locations, seismicity and geology, liquefaction potential, expansion potential, corrosivity, and lab test data. The report will also include recommendations for questionable soils (expansive, compressible, liquefiable), earthwork, trenches, foundation bearing and lateral capacities, settlement, CBC seismic design values, and flexible pavement section thickness alternatives.

Right-of-Way and Easment Research: The GHD team will complete research and review of City mapping and adjacent parcel boundaries, as well as of the NCRA R/W, to document the locations of the existing railroad R/W and City of Ukiah R/W, with the goal of designing the trail corridor improvements to be within either the railroad R/W or the City of Ukiah R/W. GHD is in receipt of the NCRA R/W mapping for the Phase 2 corridor, and has previously completed partial mapping of the R/W between Commerce Drive and Talmage Road for the Transportation Improvements for Redwood Business Park project.

Project Control Survey: The GHD team will establish project survey control and prepare R/W mapping for the project. Our surveyors, Richard Maddock and John Wunschel, will set horizontal and vertical control points for project mapping in accordance with City of Ukiah horizontal and vertical control requirements, which also entails locating monuments on streets adjacent to the railroad R/W, if practical. A "Survey Control Data Sheet"—which will be semi-permanent in nature so as to serve as project control during construction, or subsequent survey activities—will exhibit these survey control points. Our surveyors will make field measurements using GPS and conventional survey methods on the same horizontal basis as the Transportation Improvements for Redwood Business Park project, which will allow the work to seamlessly be brought into the City's GIS system, which is based upon the California State Plane Coordinate System.

The horizontal datum will be based on the North American Datum 83 (NAD 83). The vertical datum will be based on the North American Vertical Datum of 1988 (NAVD 88), which is consistent with the most recent FEMA flood mapping in Ukiah. GHD will ensure that all surveying and mapping is in compliance with City of Ukiah standards, or with Caltrans standards when not otherwise specified by the City. All of the control can be located by GPS methods at one time.

Mobile LiDAR Topographic Mapping: The GHD team proposes mobile LiDAR topographic mapping that would cover the project site and immediate surrounding area.

GHD will set control using Global Positioning System (GPS) methods. GHD will map the project limits using a vehicle or pedestrian mounted mobile LiDAR system. A scalable point cloud of the project will be provided and georeferenced to the project datum. The LiDAR mapping will be suitable for compiling a topographic map with the following specifications:

- Finish mapping scale 1 inch = 20 feet
- Contours at 1-foot intervals

GHD will acquire data on all areas obstructed by tree cover or heavy vegetation via ground-based surveys. In addition to topography, the resultant map will show planimetric features such as roads, railroad tracks, crossing signals, buildings, fences, power poles, trees, brush, and other features according to standard practice. Accuracy will equal or exceed National Map Accuracy Standards for topographic maps compiled by mobile LiDAR methods.

Supplemental Topographic Field Surveys: The mobile LiDAR mapping will be supplemented with ground-based topographic surveys in obstructed areas and at conforms, utility features, and drainage. GHD will provide field verifications of topographic features, such as trees, fences, etc. This survey will, at a minimum, include:

- Cross sections of the trail corridor and crossing streets at 50' intervals (surface data will be sufficient to create a Triangular Irregular Network [TIN] for Civil 3D design);
- Surface evidence of the storm drain system (ditches, culverts, catch basins, drop inlets with flow line elevations);
- Surface evidence of utilities;
- Power poles, rail equipment, guy wires, and overhead lines;
- Fencing and gates;
- Street lights, signs, striping, pavement legends, and markings;
- Mailboxes, driveway, and ramps;
- Tree trunk locations and diameter.

CAD File Set-up and TIN: The GHD team will prepare computer files to include field control points, topographic surveys, utility data, property surveys, and preparation of the TIN used for three-dimensional calculations (i.e., earthwork, cross-sections, and profiles).

Vegetation/Tree Survey: Kristine Gaspar, GHD's environmental scientist, will oversee the identification of trees along critical segments of the NCRA R/W, compiling a description of the trees and identifying any potential constraints to the trail location created by trees. She will use a handheld GPS location device to map these vegetative resources as they are evaluated. The tree locations will be included in the base map.

Drainage Study: The GHD team will conduct field and office research to evaluate the drainage systems adjacent to the trail prior to beginning the mapping effort. Available drainage studies will be reviewed. Topographic mapping will include the structures and open ditch conveyances adjacent to the eastern side of the railroad. Runoff calculations for the 10-year design storm event will be performed and used to verify drainage system sizing. A brief, written drainage memorandum will summarize the constraints and recommendations for the drainage improvements necessary for the construction of the trail, including addressing flood zones and the Doolin Creek bridge crossing. The GHD team will use this drainage study to guide the design to address drainage needs.

Deliverables:

- Draft and Final Geotechnical Investigation Report
- Survey Control Base Map and Topographic Map in 2016 AutoCAD Civil 3D file format point files and the surface model (DTM)
- Drainage memorandum report summarizing existing drainage structures and their capacities where currently known, estimated design runoff, and conveyances, including any identified drainage deficiencies; recommendations for the design of the drainage for the new trail facility will be included

Assumptions:

- No Record of Survey is required.
- All work will be within existing NCRA and City of Ukiah R/W and no additional property boundaries will be mapped except at roadway intersections.
- LID improvements are not required for the project.
- Access to the project site is provided to GHD for geotechnical exploration; encroachment permits or rights of entry are provided to GHD.
- Rail safety training or coordination is not required.
- Drill sites are accessible by a truck-mounted drill rig.
- Drill spoils may be left on site.

Task 4. Trail Corridor Management Plan, Safety Plan, and Trail Policy

The NCRA has developed its own set of guidelines, which are part of the NCRA Policy & Procedures Manual. These guidelines are §0907 titled "Trail Projects on the NWP Line Rights-of-Way: Design, Construction, Safety, Operations, and Maintenance Guidelines." The GHD team understands that NCRA's top priority remains the safe operation of freight and passenger rail service, and that any new trail cannot impact this priority. This set of guidelines outlines the requirements of the NCRA for clearance, access, maintenance, fencing, and other requirements within their R/W.

GHD and Alta developed the Trail Corridor Management Plan for the Northwestern Pacific Rail Trail project Phase 1 for the City of Ukiah, which will form the basis of the Trail Corridor Management Plan for Phase 2. GHD and Alta also authored the 2012 Mendocino Rail-with-Trail Corridor Plan, which addresses the feasibility study requirements of the Corridor Management Plan.

Drawing from these experiences, the GHD team will update the Phase 1 Corridor Management Plan to meet the NCRA Rail-with-Trail Guidelines for Phase 2. The Plan will contain all required NCRA materials in a single comprehensive document, including Feasibility Study, Corridor Management Plan, Safety Plan, Trail Policy, and Maintenance Plan. The GHD team will base the safety assessment on "Crime Prevention Through Environmental Design" (CPTED) principles to reduce opportunities for crime, perception of crime, and undesired behavior which may occur in the corridor. GHD will work with the City to develop a "Trail Policy" to condense the above content into a policy that can be adopted by the City and/or included in future General Plan Updates. The document will include a table outlining the pertinent portions of the guidelines and how the Corridor Management Plan specifically complies.

GHD will customize specific design recommendations for the project, and will consider access points, public walkways and paths, improving sight lines, eliminating entrapment areas, implementing barriers such as fencing and hostile vegetation to reduce incidences of trespass and control access, implementing uniform and efficient lighting where needed, and establishing a routine maintenance program.

In addition to implementing design measures to deter crime and improve safety, GHD understands that integrated enforcement and education components can increase the overall success and use of a trail. GHD will work with the City and local law enforcement to outline an emergency response services plan. GHD may also recommend an additional complement of enforcement and education programs that may include volunteer trail patrols, adopt-a-trail programs, "Share the Trail" education, interpretive walks, and group rides. Volunteer trail patrols can receive safety training and assist the City by reporting suspicious activity, posting incident reports, and reporting trail maintenance issues.

The plan will also address a number of other topics, such as ADA accessibility requirements, potential issues of trail user conflicts, interpretive signage opportunities, risk management, facility preservation strategies, emergency response, barrier design, and a long-term maintenance component that will outline recommendations of how the trail should be maintained and operated.

Deliverables:

- Draft and Final Trail Corridor Management Plan (including Safety Plan and Trail Policy that meets the requirements of the NCRA)

Assumptions:

- The specific topics to be addressed in the above Plan will be re-confirmed with the City during the Kick-off Meeting.
- The City will provide access to relevant documents, GIS data, and other documents as needed to complete this task.
- City Public Works and Law Enforcement staff will be available to provide direction throughout the development of this task.

Task 5. Preliminary (30%) Design

Our team is very familiar with the rail trail planning documents as well as the Phase 1 project plans and studies—after all, we helped prepare them. This material will be reviewed, and discussed again at the kick-off meeting to verify if anything has changed or if new information is available. Once the new survey base map has been completed, GHD will review the new mapping to confirm that the preliminary design does not conflict with any existing site features, including railroad infrastructure, environmental constraints, R/W, or mapped utilities.

GHD will collaborate with Alta to review the preliminary plans included with the ATP grant application. GHD and Alta will prepare a preliminary trail design to meet the requirements of the local codes, the NCRA Rail-with-Trail Guidelines, the License Agreement between the City and NCRA, and the intended design and use of the trail and surrounding lands. Once developed, the GHD team will submit the preliminary plans with a cover letter to the following entities for their review:

- City of Ukiah
- NCRA
- Utility companies

We will request that the City, the NCRA, and the utility companies provide summarized, written comments on the preliminary plans. An engineer's opinion of probable construction cost will also be prepared and submitted.

Following completion of the Preliminary Design, GHD will review the CEQA Categorical Exemption (CatEx) for the project in the context of the Preliminary Design. The GHD team will also review the CEQA code sections cited that were used to qualify the project as a CatEx. Based on past experience with similar projects, we have observed that the trail should have minimal environmental impacts. Therefore, it is the GHD team's assumption that the City's CatEx will be sufficient, and therefore we are not aware of any additional CEQA work that would be necessary. If additional CEQA efforts are needed, however, they cannot be quantified at this time. If determined to be necessary, we proposed to develop a supplemental CEQA scope during Preliminary Design.

GHD's recent experience with similar projects involving bridges over creeks indicates that the Doolin Creek pedestrian bridge may require regulatory environmental permits (CDFW Section 1602) depending on the specific

improvements needed to construct the bridge and any associated fills required at or near the creek bank, or within the riparian corridor, to elevate the bridge deck above the FEMA flood elevation. This proposed scope includes effort in an optional task to complete and submit the Section 1602 Streambed Alteration Agreement permit and associated documentation.

Deliverables:

- Preliminary Plans
- Cover letter and Request for Review of Updated Preliminary Plans
- Preliminary Opinion of Probable Construction Cost

Assumptions:

- There are no meetings associated with this task.

Task 6. Engineering Design (60%, 90%, and Final)

Once comments have been received by the City, NCRA, and utility companies for the 30% design submittal, the GHD team will proceed with the development of the 60% design. Depending on the timing of these comments, GHD may request authorization to proceed with the 60% design sooner in order to meet the City's deadline for design completion.

The engineering design will take into account review comments received on the 30% design, which will be incorporated into the plans, technical specifications, and an opinion of probable construction cost. Submittals will be made to the City and NCRA for review at the 60% and 90% stages of completion. The final submittal will be the stamped and signed final bid documents for submission to Caltrans for CTC approval.

Engineering design will include:

- Trail alignment and setbacks
- Design of trail cross sections throughout the corridor for each type of typical cross section
- Pavement section design
- Intersection designs at the intersections of Talmage Road and Commerce Drive
- Location of trail amenities and amenity details to be included in the project
- Trail lighting at intersections as needed to comply with required safety lighting standards
- Grading and drainage
- Wayfinding and interpretive sign locations
- Location and typical details for fencing
- Location and type of proposed bollards and barriers
- Signing and striping
- Landscaping design

Construction Plans: The project will be designed using English Standard units in AutoCAD Civil 3D at a scale of 1 inch = 20 feet depicting the preferred alignment. Electronic copies of the graphic files will be provided in PDF and/or AutoCAD format using GHD's AutoCAD standards, including project folder structures, layer names, line styles and font resources, color tables, etc.

GHD will develop the Construction Plans 22" x 34" sheets that allow 50% scaled reduction to 11" x 17" sheets. Design plans will include the title sheet, sheet index, notes/symbols and abbreviations, typical cross sections, civil site plan and profiles, demolition, site and grading plans for each intersection design, civil and typical details, lighting, signing and striping, landscaping, erosion control, and other sheets and details as necessary for a constructible project and to convey the design intent. All final plans will be stamped and signed by a California Licensed Professional Civil Engineer. Construction plans will be submitted to the City for review at the 60% and 90% stages. Review comments received will be addressed in the 90% and Final submittals.

Specifications: GHD will prepare technical specifications using the City's standard format for technical specifications (Sections 12 and 13 of the City boilerplate construction contract). The technical specifications will be developed and submitted to the City for review at the 60% and 90% stages. Review comments received will be addressed in the 90% and final 100% submittals.

Engineers Opinion of Probable Construction Cost: GHD will prepare the Engineer's Opinion of Probable Construction Costs using standard engineering estimate procedures for each design submittal (30%, 60%, 90%, and Final). Actual construction costs may vary due to availability of labor, eq uipment, materials, or market conditions. Applicable review comments received will be addressed in the 90% and final 100% submittals. An appropriate contingency and qualifications will be included with each estimate.

Deliverables:

- 60% Submittal will include five (5) hard copies of 11" x 17" plans, specifications, and opinion of probable construction costs, submitted with electronic PDF files
- 90% Submittal will include five (5) hard copies of 11" x 17" plans, specifications, and opinion of probable construction costs, submitted with electronic PDF files
- 100% Submittal will include the final plans, specifications, and opinion of probable construction costs ready for bidding purposes, submitted as PDF electronic files, AutoCAD electronic files of the plans, one (1) set of stamped and wet-signed 22" x 34" reproducible mylar plans, one (1) copy-ready set of specifications, 10 copies of 22" x 34" plans on bond, 10 copies of 11" x 17" plans on bond, and 10 copies of bound specifications

Assumptions:

- The City will provide an electronic copy (MS Word format) of their current front end contract requirements, technical specifications, and bid forms.
- The project is anticipated to disturb less than 1 acre, therefore a SWPPP is not needed. An optional task for SWPPP preparation is included should the disturbed area necessitate SWPPP compliance.
- The City will provide content and theme for interpretive signs; Alta will provide artwork.
- Landscaping will be minor and limited to areas near street crossings, based on the available budget. Related irrigation will be limited to drip irrigation, if necessary, at those locations.
- The lighting design assumes that the IPL Series manufactured by Firstlight Technologies will be used. This lighting standard is the same standard installed with the Phase 1 project. They are a solar-powered LED integrated architectural area light. Design will be provided to meet regulatory requirements. This scope of services assumes no electrical service is required.
- The trail design will conform to the following design standards where applicable:
  - FHWA/FRA "Best Practices" for Planning and Designing Rails-with-Trails
  - AASHTO Guide for the Development of Bicycle Facilities
  - California Manual on Uniform Traffic Control Devices
  - Caltrans Chapter 1000: Planning and Designing Bicycle Facilities
  - American with Disabilities Act

Task 7. California Department of Fish and Wildlife Permit Application (Optional)

GHD will prepare a CDFW Section 1602 Lake and Streambed Alteration Agreement application for the proposed Doolin Creek bridge crossing. The application package will include a clear project and impact description and appropriate figures indicating the site location and work to be performed. A biological resources evaluation will be a required component of the application. A GHD biologist will visit the site and prepare a basic biological resource study, identifying the habitat at the creek crossing as well as potential species that could occur at both the bridge crossing and within 100 feet of the footprint of the bridge. The work will be focused to the creek crossing, as that will be the subject of the 1602 application.

The study also will provide a recommendation as to replacement plantings for any riparian trees that would be removed. This scope of work accommodates one (1) site visit with CDFW.

However, the level of effort for additional follow-up work after submittal of the application is difficult to predict. This scope of work assumes nor more than 20 hours of effort after submittal. In addition, it is not yet clear the extent of mitigation that may be required or if a mitigation monitoring plan would be necessary. Therefore a mitigation plan is not included in this scope of work. If the City requires assistance with follow-up information requests from the resource agencies, after submittal of the applications, or with a mitigation monitoring plan, an amendment to this scope of work can be provided.

Deliverables:

- CDFW permit application

Assumptions:

- The City will pay the permit application fee.
- No more than 20 hours of follow-up inquiries would be required once the application package is submitted to CDFW.
- No Mitigation and Monitoring Plan will be required, other than replacement of trees that are removed.
- No jurisdictional waters would be impacted and no impacts would occur below the ordinary high water mark of Doolin Creek. Therefore, a permit with the U.S. Army Corps of Engineers would not be required and a Regional Water Quality Control Board Section 401 would not be required.
- The entire length of the trail alignment is not subject to jurisdiction by CDFW and therefore does not need to be included in the biological resource study.
- The City has completed the CEQA process, paid the required filing fees, and has documentation to this effect.

Task 8. Project Stormwater Pollution Prevention Plan (SWPPP) (Optional)

The GHD team (featuring three State of California Qualified SWPPP Developers) will prepare a site-specific risk assessment to determine risk level for the SWPPP. The risk level is a function of the erosive potential of the soil and receiving water body risk during periods of soil exposure. Risk level 2 will require sampling of stormwater for pH and sediment, and significantly more effort than a Risk level 1 site. Risk level 3 sites may require bioassesment studies of the receiving water body, and active stormwater treatment systems. It is assumed the project will be a Risk level 2.

GHD will prepare the SWPPP document assuming the project is Risk level 2. The SWPPP will include site maps and water pollution control drawings, a Construction Site Visual Monitoring Program, a Sampling and Analysis Plan for non-visible pollutants, a Sampling and Analysis Plan for pH and sediment, a Construction Site Non Visible Pollutant Sampling Program, selection of appropriate BMPs for Erosion and Sediment Control and for Construction Site Management, and preparation of a partial water pollution control schedule

(WPCS).

Other required documentation will be provided partially complete, such as the Rain Event Action Plan (REAP), site inspection forms, and contractor or material suppliers notification forms. This documentation would be finalized following project bid. The project SWPPP will include certifications for GHD's SWPPP Developer.

GHD will provide Notice of Intent (NOI) information suitable to initiate the waste discharge permit process using the State's Stormwater Multiple Application and Report Tracking System (SMARTS). GHD will also provide assistance during the initial use of the SMARTS system via phone or email.

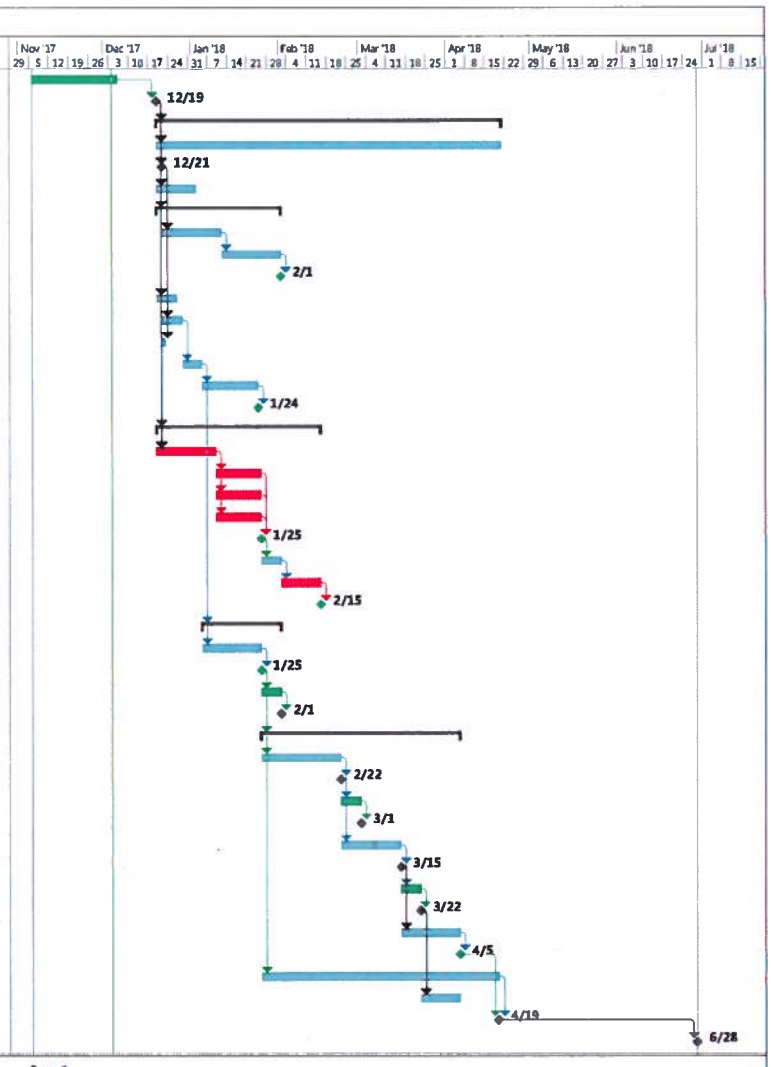
Deliverables:

- SWPPP document in electronic PDF format

Schedule

City of Ukiah Northwestern Pacific Rail Trail Phase 2

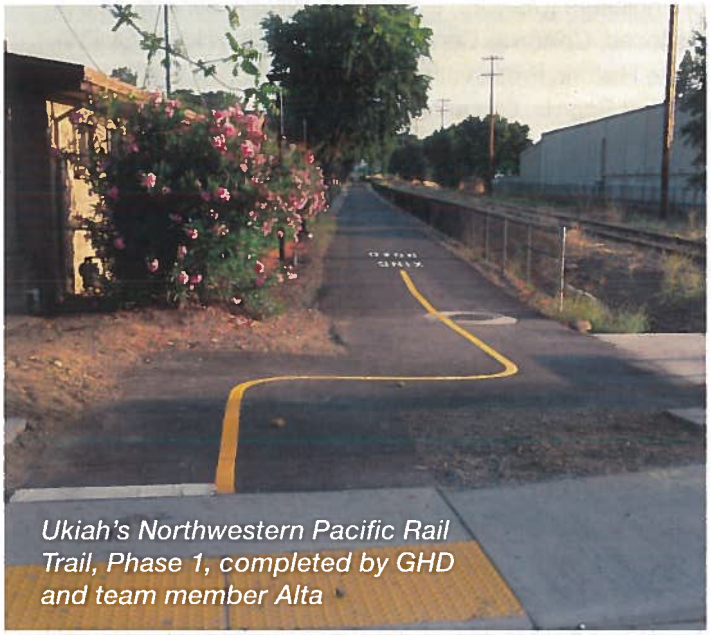
	Task Mode	Task Name	Duration	Start	Finish
1		**Consultant Selection**	22 days	Mon 11/6/17	Tue 12/5/17
2		**Council Award / Notice to Proceed**	0 days	Tue 12/19/17	Tue 12/19/17
3		**Task 1: Project Management**	88 days	Wed 12/20/17	Fri 4/20/18
4		Project Management	88 days	Wed 12/20/17	Fri 4/20/18
5		Kick-off Meeting	0 days	Thu 12/21/17	Thu 12/21/17
6		**Task 2: Review Existing Docs & Data**	10 days	Wed 12/20/17	Tue 1/2/18
7		**Task 3: Geotech Investigation & Survey**	32 days	Wed 12/20/17	Thu 2/1/18
8		Geotech Field Investigation	15 days	Fri 12/22/17	Thu 1/11/18
9		Laboratory Testing & Report	15 days	Fri 1/12/18	Thu 2/1/18
10		Submit Geotech Investigation Report	0 days	Thu 2/1/18	Thu 2/1/18
11		R/W and Easement Research	5 days	Wed 12/20/17	Tue 12/26/17
12		Field Topo Survey	5 days	Fri 12/22/17	Thu 12/28/17
13		Vegetation Survey	1 day	Fri 12/22/17	Fri 12/22/17
14		Develop Basemap	5 days	Fri 12/29/17	Thu 1/4/18
15		Drainage Study	14 days	Fri 1/5/18	Wed 1/24/18
16		Submit Drainage Study	0 days	Wed 1/24/18	Wed 1/24/18
17		**Task 4: Trail Corridor Management Plan**	42 days	Wed 12/20/17	Thu 2/15/18
18		Feasibility Study	15 days	Wed 12/20/17	Tue 1/9/18
19		Corridor Management Plan	12 days	Wed 1/10/18	Thu 1/25/18
20		Safety Plan and Trail Policy	12 days	Wed 1/10/18	Thu 1/25/18
21		Crime Prevention (CPTED)	12 days	Wed 1/10/18	Thu 1/25/18
22		Submit Draft Trail Corridor Management Plan	0 days	Thu 1/25/18	Thu 1/25/18
23		City & NCRA Review of Draft CMP	5 days	Fri 1/26/18	Thu 2/1/18
24		Final CMP	10 days	Fri 2/2/18	Thu 2/15/18
25		Submit Final CMP	0 days	Thu 2/15/18	Thu 2/15/18
26		**Task 5: Preliminary (30%) Design**	20 days	Fri 1/5/18	Thu 2/1/18
27		Prepare 30% Plans & Estimate	15 days	Fri 1/5/18	Thu 1/25/18
28		Submit 30% Plans & Estimate	0 days	Thu 1/25/18	Thu 1/25/18
29		City & NCRA Review of 30% Design & CMP	5 days	Fri 1/26/18	Thu 2/1/18
30		30% Design Review Meeting	0 days	Thu 2/1/18	Thu 2/1/18
31		**Task 6: Engineering Design (60%, 90% & Final)**	50 days	Fri 1/26/18	Thu 4/5/18
32		Prepare 60% PS&E	20 days	Fri 1/26/18	Thu 2/22/18
33		Submit 60% PS&E	0 days	Thu 2/22/18	Thu 2/22/18
34		City & NCRA Review of 60% Design	5 days	Fri 2/23/18	Thu 3/1/18
35		60% Design Review Meeting	0 days	Thu 3/1/18	Thu 3/1/18
36		Prepare 90% PS&E	15 days	Fri 2/23/18	Thu 3/15/18
37		Submit 90% PS&E	0 days	Thu 3/15/18	Thu 3/15/18
38		City & NCRA Review of 90% Design	5 days	Fri 3/16/18	Thu 3/22/18
39		90% Design Review Meeting	0 days	Thu 3/22/18	Thu 3/22/18
40		Prepare Final PS&E	15 days	Fri 3/16/18	Thu 4/5/18
41		Submit Final PS&E	0 days	Thu 4/5/18	Thu 4/5/18
42		**Task 7: Resource Agency Permitting (Optional)**	60 days	Fri 1/26/18	Thu 4/19/18
43		**Task 8 SWPPP (Optional)**	10 days	Fri 3/23/18	Thu 4/5/18
44		**Submit Final to Caltrans for CTC Approval**	0 days	Thu 4/19/18	Thu 4/19/18
45		**CTC Project Approval**	0 days	Thu 6/28/18	Thu 6/28/18



GHD Inc.

Page 1

3. Project team



Ukiah's Northwestern Pacific Rail Trail, Phase 1, completed by GHD and team member Alta

GHD Inc.

GHD is one of the world's leading engineering and environmental consulting companies. Established in 1928, GHD employs more than 8,500 people across five continents, serving clients in the markets of water, energy and resources, environment, property and buildings, and transportation. Wholly owned by its people, GHD is a global network of engineers, scientists, technicians, landscape architects, and planners collaborating to deliver international expertise and sustainable outcomes for local clients and regional communities. With a staff of over 400 professionals on the West Coast, GHD possesses deep local knowledge and experience but is able to expand on our regional capabilities by leveraging the expertise of over 8,500 people all around the world.

GHD has a deep history serving clients along the northern California Coastal Zone from our offices in Santa Rosa, Roseville, Eureka, San Francisco, Sacramento, Concord, Emeryville, and Cameron Park. This project will be led by our management staff in Santa Rosa, less than an hour's drive from the project.

GHD will be the lead firm on this project, coordinating a team that welcomes long-term partner Alta Planning + Design. Together, our two firms completed Phase 1 of this Northwestern Pacific Rail Trail project for the City of Ukiah, and will bring this knowledge and familiarity with the project to Phase 2, able to begin immediately and without unnecessary delay regarding data collection or getting up to speed with project details.

Trail and Transportation Experience

Since 1928, GHD has provided exceptional multi-disciplinary engineering, transportation, and environmental services to the public via projects for municipal, State, and federal clients. Our extensive experience in both Ukiah and throughout California providing holistic services makes us ideally suited to assess needed pedestrian and bicycle pathway improvements for the Ukiah community.

Working closely with our engineering staff are GHD's experienced traffic engineers who assist with all aspects of transportation planning. Our firm has managed numerous transportation studies and design projects, transforming travel corridors to serve more livable conditions, creating traffic calming schemes, and designing traffic control systems which favor local bicyclists and pedestrians. We specialize in designing active transportation improvements to create safer communities for motorists, cyclists, and pedestrians alike, as well as utilizing existing infrastructure to promote safety and non-motorized transportation. We have worked on several such rail-with-trail and Safe Routes for Schools projects for the Mendocino Council of Governments; SMART; the cities of Arcata, Eureka, Rio Dell, Cloverdale, and Fortuna; and for Humboldt County, all within the past five years. Many of these projects are described, in detail, in **Section 6** of this proposal.

We have also developed similar transportation infrastructure projects for the Smith River Rancheria, the Elk Valley Rancheria, and Karuk Tribe. Our work with the Elk Valley Rancheria, developing their non-motorized transportation access plan in Humboldt County, was greatly enhanced by our public outreach approach, which clearly documented the Tribe's goals and desires and allowed us to develop feasible pathways to address them.

Caltrans Local Assistance: For Phase 2, we have also assigned Josh Wolf as our Caltrans Local Assistance Liaison, a senior engineer with over 13 years of experience conducting liaison and coordination services with Caltrans staff regarding transportation infrastructure improvements all over the State. Accordingly, he is a graduate of the Caltrans Local Assistance Resident Engineers Academy (March 2009 and January 2016) and the Caltrans Local Assistance Federal Aid Series (February 2015). Mr. Wolf served as a key advisor for Phase 1 of the Northwestern Pacific Rail Trail, assisting with the Caltrans PA&ED phase, and has guided numerous trail projects (Humboldt Bay Trail) through Caltrans right-of-way, in addition to working with Caltrans oversight staff and funding entities on transportation projects for the City of Fort Bragg, the Smith River Rancheria, the City of Trinidad, and the Elk Valley Rancheria. Mr. Wolf will be assisted by David Caisse, who shares similar experience and training.

Environmental Permitting: Though we anticipate the environmental compliance process to be minimal in Phase 2, we know it is important to have expertise on our team should specific challenges arise. GHD clearly understands the environmental planning, compliance, and permitting process; our engineers work in tandem with our diverse staff of biologists, ecologists, and geologists, who are experts in all phases of environmental analysis pursuant to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). Our environmental staff are adept at performing field studies, preparing initial study (IS)/environmental checklists, environmental impact reports (EIRs) and statements, and the development and implementation of mitigation and environmental monitoring programs. GHD maintains well-established relationships with regulatory agencies, including the U.S. Army Corps of Engineers (USACE), U.S. Fish & Wildlife Service, NOAA Fisheries, California Department of Fish & Wildlife (CDFW), State Historic Preservation Office, and Regional Water Quality Control Boards. Our efforts will be tailored to the needs of this project and we'll use our familiarity with regulatory agencies to streamline the permitting process.

Working with the City of Ukiah

GHD has been working with the City of Ukiah for over a decade, primarily in the context of transportation improvements, though our staff has also completed sanitary sewer master plans and Letter of Map Revisions (LOMR) on, notably, Doolin Creek (which has a bridge that is an important part of this Phase 2), amongst a wide variety of other multidisciplinary work. This includes Phase 1 of the Northwestern Pacific Rail Trail project, but also covers such experience as:

- Redwood Business Park Transportation Improvements
- Talmage Interchange Roundabout Conceptual Designs
- Perkins Street and Orchard Avenue Intersection Improvements
- Replacement Well #4 and New Well #9 Project

Additionally, GHD has completed County work located in Ukiah, furthering our understanding of both the region and the relationships therein between municipal and regional agencies and entities:

- Rail-with-Trail Corridor Plan | Mendocino Council of Governments (MCOG)
- Single Route | Mendocino County DOT
- Hill Road Bridge | Mendocino County DOT
- Comptche Road Slide | Mendocino County DOT

A portion of Ukiah's existing rail corridor prior to Phase 1 work

- Mendocino County Courthouse Infrastructure Project Phases 1, 2, and 3 | Mendocino County
- Transit Operations and Maintenance Facility | Mendocino Transit Authority (MTA)

This experience with and within the City, combined with our experience in trails-related projects, transportation infrastructure, and environmental permitting, as well as with our first-hand, extensive knowledge of the project from inception through Phase 1, enables GHD to provide the City of Ukiah with unparalleled service—balancing budget, schedule, and the City's goals—regarding Phase 2 of the Northwestern Pacific Rail Trail project.

Alta Planning + Design

As shown on the organizational chart in this section, Alta Planning + Design will support GHD with Planning and Public Outreach. Alta is North America's leading multi-modal transportation firm, specializing in the planning, design, and implementation of bicycle, pedestrian, greenway, park, and trail corridors and systems. Founded in 1996, Alta has more than 200 staff in 30 offices across North America. We are committed to transforming communities, one trip at a time, one step at a time, and one street, intersection, and park at a time.

Alta provides complete trail master planning and design services, including alternatives analysis, environmental remediation, property acquisition strategies, construction engineering and administration, permitting, accurate cost estimation, maintenance and management plans, and funding strategies. Alta understands the specific needs of trail users and have experience with trails in a wide range of environments and at different project scales. Alta has developed regional trails and networks, as well as neighborhood links, in rail corridors, street corridors, environmentally sensitive areas, urban cores, parks, and rural and industrial areas.

Rail-with-Trail (RWT) Experience

In 2002, Alta led a major three-year study for the Federal Highway Administration (FHWA): *Rails with Trails: Lessons Learned*. It developed the best practices for RWT projects, which involve trails and bike paths located on or near active railroad corridors.

From there, Alta has worked on dozens of RWT projects across the nation and has partnered extensively with GHD. These partnerships, and related trail projects, include:

- Rail-with-Trail Corridor Plan | MCOG
- Arcata Rail-with-Trail Connectivity project | City of Arcata
- Eureka Waterfront Rail-with-Trail | Redwood Community Action Agency
- Pacific Coast Bike Route | Mendocino County
- SR 128 Corridor Valley Trail Feasibility Study | Mendocino Council of Governments
- John Campbell Memorial Greenway | City of Fortuna
- Orick Levee Trail | Redwood Community Action Agency

As a national leader in RWT and a specialist in non-motorized transportation, Alta brings unparalleled experience to Phase 2 of this project.

Working with the City of Ukiah

Alta's experience with the City of Ukiah encompasses all phases for this Northwestern Pacific Rail Trail project, including the Bicycle and Pedestrian Master Plan, in which Alta first identified the priority of implementing the Northwestern Pacific Rail Trail project.

Alta then developed and delivered the Northwestern Pacific Rail Trail Feasibility Study, which prepared a preliminary design and cost estimates for the approximately 1.5-mile rail-with-trail facility. This work set the stage for the Northwestern Pacific Rail Trail Phase 1 project, on which GHD and Alta teamed to provide a full suite of environmental, engineering, and permitting services (as well as stormwater pollution prevention plan [SWPPP] preparation), for the City's Class 1, ADA-accessible, non-motorized trail along the North Coast Railroad Authority (NCRA) Railroad Corridor between Gobbi Street and Clara Avenue in Ukiah.

Simply put: There is no other team who knows this project as well as GHD-Alta. We are uniquely positioned to continue our successful work with Phase 2.

Alta Planning + Design first identified and prioritized the Northwestern Pacific Rail Trail project in their Bicycle and Pedestrian Master Plan, and then proceeded to complete a Feasibility Study for the project. Together, GHD and Alta led Phase 1 of the Rail Trail project.

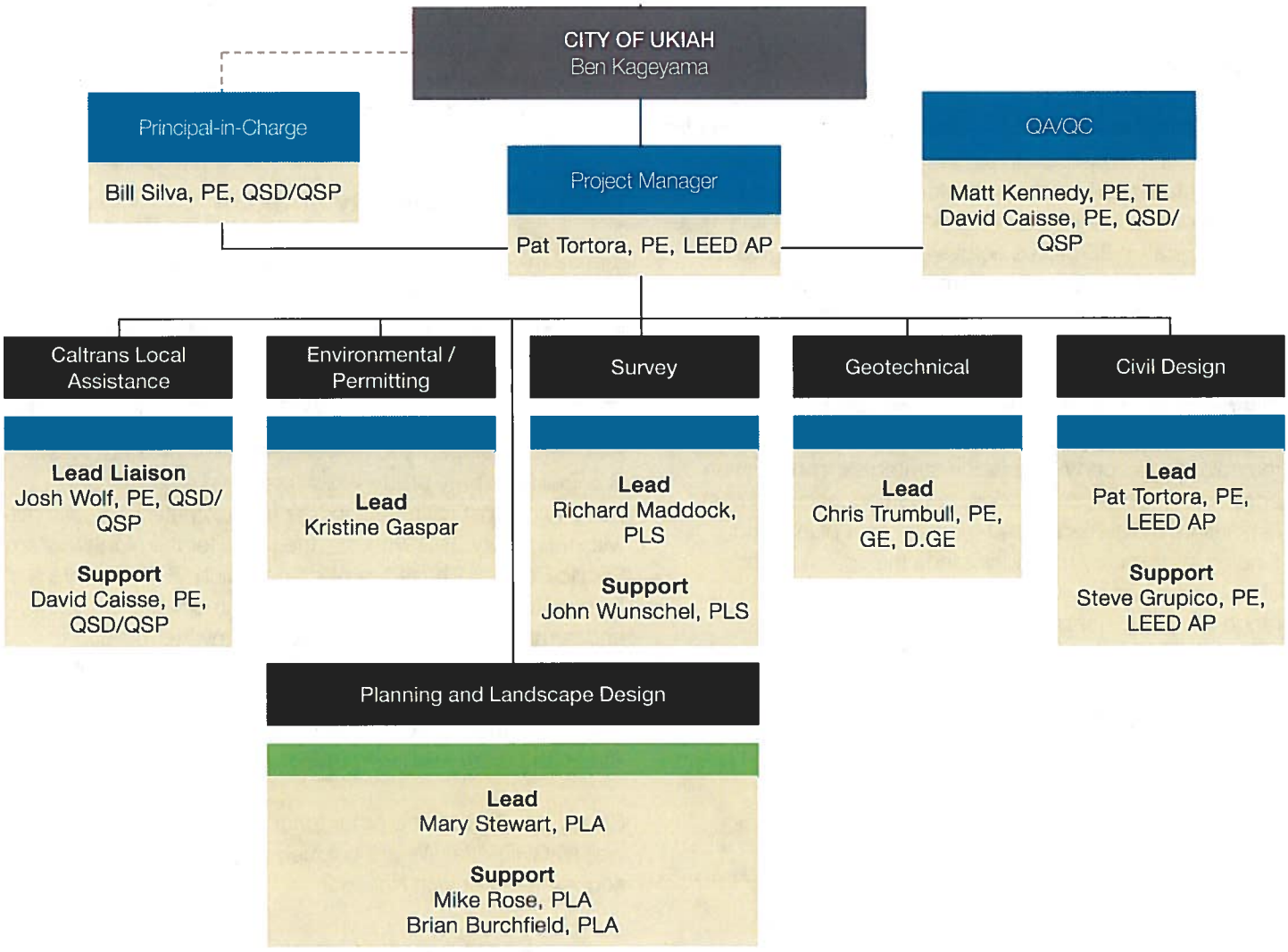
There is no other team who knows this project as well as the GHD and Alta.

Team organization

The following organizational chart shows the personnel we have assembled for the City of Ukiah's Northwestern Pacific Rail Trail Phase 2 project. Following the org chart are brief biographical descriptions of each team member's experience, as well as the work each team member will accomplish.

We are also welcoming the expertise of **Alta Planning + Design** to our team, whose staff are indicated below with a **green bold** color. Detailed project experience and applicable certifications/education are shown on our resumes at the end of this section.

Availability: According to the City of Ukiah's RFP No. 17-12, the GHD and Alta team must provide current and previous work assignments. GHD is at any given time undergoing dozens of work assignments and managing a pipeline that extends years into the future. For the purposes of efficiency and brevity, we've elected to not provide such a comprehensive list. Instead, please find the Phase 2 budgeted man-hours for each assigned staff member below as evidence of GHD's commitment to the availability of all staff over the course of the project's life. We take these commitments seriously, and ensure that both GHD and Alta staff will be fully available to serve the City for all project needs.



GHD Team Member Man Hours (Detailed man hours are included in the sealed fee proposal.)

Bill Silva	21	Kristine Gaspar	74
Pat Tortora	256	Richard Maddock	64
Matt Kennedy	32	John Wunschel	72
David Caisse	18	Chris Trumbull	36
Josh Wolf	40	Steve Grupico	122

GHD staff

Bill Silva, PE, QSD/QSP
Principal-in-Charge

Qualifications: Bill Silva has over 23 years of experience in in public sector civil engineering, transportation, and pipeline design, which involves extensive Capital Improvement Program (CIP) project design experience: redevelopment; roadway design; railroad design; various water, sewer, and storm drain projects; and a broad background in all phases of project planning and design through construction. Bill has served as engineer for a County Public Works' lead development review services, as well as an Assistant City Engineer. Additionally, he has performed Senior Project Management services on multi-million dollar infrastructure improvement projects throughout Northern California. For the City of Ukiah's Northwestern Pacific Rail Trail Phase 1, Bill served as Principal-in-Charge, and so thoroughly knows this project and understands Ukiah's expectations/goals. Bill has also served as Principal-in-Charge on or managed transportation infrastructure projects throughout Ukiah, and has held leadership roles on such trail projects as the Waterfront Drive Trail for the City of Eureka, the Berryessa Creek Pedestrian Bridge and Bicycle Trail in Milpitas, and the Sonoma-Marin Area Rail Transit (SMART) Payran Trail project, among many other project requiring coordination with Caltrans Local Assistance, regional environmental agencies and jurisdictions, and rail districts, like SMART.

Role and responsibilities on this project: As Principal-in-Charge, Bill Silva will be responsible for providing senior oversight on the project, and serve as a key resource to the design team and City in delivering this project. He is also authorized to contractually bind GHD.

Pat Tortora, PE, LEED AP
Project Manager / Civil Design Lead

Qualifications: Pat Tortora has over 20 years of experience in providing planning, design, and construction engineering solutions to public and private clients, with an emphasis on civil design in collaboration with multi-disciplinary teams for comprehensive civil and transportation infrastructure projects. For municipal entities and governmental organizations throughout northern California, Mr. Tortora's infrastructure improvements address to water quality concerns, utility infrastructure, pedestrian and vehicular safety measures, and sustainably-minded, comprehensive sewer, water, and civil site work. For Phase 1 of the City of Ukiah's Northwestern Pacific Rail Trail Project, Mr. Tortora served as Lead Civil Engineer, and so is deeply familiar with this project, and will lead our team in providing continuity to the City, managing many of the same staff who completed the previous phase. Additionally, Mr. Tortora has performed key oversight and civil engineering design on trail, pathway, and/or Safe Routes projects for SMART, the City of Fort Bragg, the City of Rohnert Park, and the City of San Jose. This experience, combined with his decade of experience in civil site design for major school renovations in both California and Oregon, will prove invaluable to guiding our team through the many multi-disciplinary tasks we anticipate in Phase 2.

Role and responsibilities on this project: As Project Manager, Pat Tortora will serve as our team's main point of contact with the City of Ukiah. Mr. Tortora will be responsible for managing GHD's internal staff, as well as our subconsultant, Alta. As Lead Civil Engineer, Mr. Tortora will provide technical design support in preparing the plan and profile, specifications, and cost estimate.

Matt Kennedy, PE, TE
QA/QC

Qualifications: Matt Kennedy is a licensed Civil and Traffic Engineer with over 14 years of experience in the design and management of a broad range of civil and transportation infrastructure projects, including many he's overseen for the City of Ukiah (or in Ukiah), such as the Redwood Business Park, the Perkins Street and Orchard Avenue Intersection Improvements, the Talmage Interchange Improvements, the replacement of Well #4 and installation of Well #9, and the Transit Operations and Maintenance Facility for the Mendocino Transit Authority. Notably, Matt was involved during construction, assisting with construction management and engineering, of Phase 1 of the Northwestern Pacific Rail Trail project, which also included extensive interaction with the City. This experience encompasses a broad range of planning, modeling, and analysis, which includes master planning, hydrologic and hydraulic modeling, grading and drainage design, process design, ADA compliance, traffic and parking studies, land surveying, and traffic signals.

Role and responsibilities on this project: As QA/QC Manager, Matt Kennedy will work with the design team to provide overall quality assurance, and provide quality control reviews of all deliverables.

David Caisse, PE, QSD/QSP
QA/QC / Caltrans Local Assistance Support

Qualifications: David Caisse has over 12 years of experience specializing in the planning, design, and construction of site civil, stormwater, and transportation infrastructure projects throughout northern California. This experience has involved a broad range of services—pedestrian and bike path design, roadway planning and design, roadway rehabilitation design, ADA compliance,

earthwork and grading, construction management, cost estimating, project specification development, and contract administration—though David has notably served as both project manager and engineer on numerous trail and trail-related projects in the northern California Coastal Zone, including for the City of Rio Dell (2019 Safe Routes to Schools), the City of Fortuna (2015 Safe Routes to Schools), the Eureka Waterfront Trail, and both North and South segments of the Humboldt Bay Trail as part of the California Coastal Trail. David is also a graduate of the Caltrans Local Assistance Resident Engineers Academy (August 2012) and the Caltrans Local Assistance Federal Aid Series (February 2015).

Role and responsibilities on this project: David Caisse will assist Matt Kennedy in assuring project quality and will assist Josh Wolf in providing Caltrans Local Assistance support to the City.

Josh Wolf, PE, QSD/QSP
Caltrans Local Assistance Lead Liaison

Qualifications: Josh Wolf is a senior engineer with over 13 years of experience designing and managing a wide range of projects involving site design, land development, utility conveyance, water resources, transportation infrastructure, and construction management, especially in coordinating with Caltrans regarding funding, right-of-way work, staff engineers, and applicable forms/reporting (i.e., Project Reports [PR] and Design Exception Fact Sheet [Advisory and Mandatory]). Josh has managed and/or served as project director for trail projects throughout the northern California Coastal Zone (Eureka Waterfront Trail, Humboldt bay Trail North, Foster Avenue Extension and Trail) and for an associated Safe Routes to School program in Fortuna. For the majority of his career, Josh has conducted liaison and coordination services with Caltrans staff regarding transportation infrastructure improvements all over the State. Accordingly, he is a graduate of the Caltrans Local Assistance Resident Engineers Academy (March 2009 and January 2016) and the Caltrans Local Assistance Federal Aid Series (February 2015).

Role and responsibilities on this project: Josh Wolf will provide Caltrans Local Assistance support to the City for the ATP program and requisite construction allocation documentation.

Kristine Gaspar
Environmental / Permitting Lead

Qualifications: Kristine Gaspar has over 20 years of experience in environmental planning, CEQA compliance, resource agency permitting, greenhouse gas analysis, data research and analysis, grant writing, and community surveys for State and local/regional governmental agencies throughout California, especially within the northern California Coastal Zone, serving such clients as the Border Coast Regional Airport Authority, Sonoma-Marin Area Transit (SMART), and the City of Ukiah, for whom she acted as Permitting Lead for Phase 1 of the Pacific Northwestern Rail Trail project, as well as assisted with CEQA compliance and permitting for the Redwood Business Park Transportation Improvements and Talmage Road Interchange projects. Ms. Gaspar has been involved in environmental analysis on a wide variety of endeavors, from infrastructure, including recycled water and parks, to private development projects. Currently, Ms. Gaspar is serving as the Permitting Task Lead for obtaining resource agency permits for construction of a segment of the Bay Trail that is being implemented by East Bay Regional Parks, and is coordinating permitting for a 1.2-mile segment of pathway from Payran Street to Southpoint Boulevard in Petaluma, California, for SMART.

Role and responsibilities on this project: As Environmental / Permitting lead, Kristine Gaspar will prepare any necessary additional CEQA documentation and permit applications required for the project, such as a California Department of Fish and Wildlife Streambed Alteration Agreement (Section 1602).

Richard Maddock, PLS
Survey Lead

Qualifications: Mr. Maddock is a California-registered professional land surveyor with over 20 years of experience in all aspects of land surveying. He is an experienced party chief, having led surveying services (topographic and boundary mapping, research, title exceptions, access and utilities, legal descriptions, right-of-way plats, etc.) for clients regarding transportation infrastructure, civil infrastructure, and park designs throughout northern California. This has involved leading survey services for GHD's SMART pathway system segment projects, as well as serving as Land Surveyor for Safe Routes to School projects (Cloverdale, CA), Complete Streets projects (Petaluma, CA), and large-scale corridor surveys for health care facilities and campus structures (BHHU in Sonoma County).

Role and responsibilities on this project: Richard Maddock will lead the land surveying effort, responsible for overall topographic and feature mapping, developing the basemap for design, and verifying NCRA and City right-of-way boundaries.

John Wunschel, PLS
Survey Support

Qualifications: John Wunschel is a surveyor in GHD's Roseville office with a decade of experience in performing

and supervising extensive control surveys, mapping, aerial photo control, and all phases of construction staking for civil engineering, surveying, and engineering design on roadway, residential, and commercial/office facilities projects. He provides mapping and survey services associated with right-of-way, property boundaries, and easements, as well as topographic mapping, deed research, aerial photo control surveys, and the use of GPS and theodolite survey equipment/techniques for municipalities, counties, and various regional or institutional entities throughout northern California, including the El Dorado County Transportation Commission, the City of Rocklin, City of Lincoln, City of Napa, City of Healdsburg, City of Sacramento, and Sierra College.

Role and responsibilities on this project: John Wunschel will assist Richard Maddock in completing the topographic and boundary mapping for the project.

Chris Trumbull, PE, GE, D.GE
Geotechnical Engineer

Qualifications: Mr. Trumbull has almost three decades of experience in civil and geotechnical engineering for municipal and regional clients throughout northern California, relying on his technical expertise in field exploration and testing in soil and rock environments (borings, test pits, CPTs, geophysical), laboratory testing, seepage and slope stability analyses, seismic analysis, shallow and deep foundations, mass grading earthwork and testing, underground structures and utilities, tie backs, rock anchors, shoring, mitigation of expansive soils, rigid and flexible pavement design, slope evaluation and stabilization, and implementation of geosynthetics, among many. Mr. Trumbull has worked with all of our managing and lead team members on numerous trail-related or transportation infrastructure improvements projects, providing geotechnical investigation and correlating services for SMART (Payran Trail; pedestrian pathway in Rohnert Park), the East Bay Regional Parks District (San Francisco Bay Trail), and the City of Hayward, in addition to bridge and streetscape projects for the Santa Clara Parks and Recreation Department, PG&E, and the City of Roseville. Mr. Trumbull has also previously served the City of Ukiah by performing an investigation of multiple potential municipal water well sites.

Role and responsibilities on this project: Chris Trumbull will lead the project's geotechnical investigation and develop recommendations for the pedestrian bridge and associated foundation design.

Steve Grupico, PE, QSD/QSP, LEED AP
Civil Design Support

Qualifications: Mr. Grupico has nearly 13 years of experience in capital improvement programs and public works project design for transportation, redevelopment, underground utilities, and general civil engineering encompassing a broad range of civil infrastructure such as roadways, pedestrian and bicycle facilities, striping and signing plans, grading, civil site design, storm drainage design, stormwater management plans, and stormwater pollution prevention plans. In addition to serving as Project Engineer, alongside much of our proposed team, on Phase 1 of the Northwestern Rail Trail Project, Mr. Grupico has contributed substantially to the Thompson Creek Trail project in San Jose, as well as to the City's Guadalupe River Trail and Coleman Road Undercrossing project. Notably, Mr. Grupico has served the City of Ukiah in the past regarding the U.S. 101 Talmage Road South Bound Interchange project. His experience throughout northern California on civil site and transportation infrastructure improvement project will ensure the City of Ukiah that the bulk of the design work will be accomplished by a design engineer deeply familiar with all of the challenging aspects and standards in the area.

Role and responsibilities on this project: As Project Engineer, Steve Grupico will assist Pat Tortora in designing the trail, including the layout, profile, cross sections, drainage, road crossings, and safety features.

Alta staff

Mary Stewart, PLA
Planning and Landscape Design Lead

Qualifications: Ms. Stewart is an urban designer whose 15 years of expertise lies in creating convenient, gracious, and egalitarian connections for pedestrians and bicyclists of all ages and abilities. Notably, as she is committed to thoughtful public engagement and has been trained in the NCI system of Charrette Management and Facilitation, Ms. Stewart has led design teams to create compelling visual graphics that clearly communicate design to a wide audience via public outreach meetings and charrettes. This she recently illustrated with her public outreach work on the Humboldt Bay Trail project in Humboldt County, but she has also contributed design development beyond public outreach for such projects as the Arcata Rail-with-Trail. Ms. Stewart has a deep knowledge of this Northwestern Pacific Rail Trail project, as she served as Senior Design Associate for the feasibility study, experience that will translate seamlessly to public outreach situations in Phase 2.

Role and responsibilities on this project: Mary Stewart developed construction documents for Phase 1. She

will continue to lead Alta in the planning design of Phase 2, reviewing plans specifications and estimates at each submittal level to ensure consistency with Phase 1, leading day-to-day coordination of the internal design and planning teams, and coordinate workload to meet deliverable deadlines. She will also serve as Alta's primary contact with both GHD and the City, as needed.

Mike Rose, PLA
Planning and Landscape Design Support

Qualifications: Mr. Rose is a landscape architect with over 18 years of experience managing a broad range of planning, design, and engineering projects regarding parks, soft surface trails, rails-with-trails, and regional trails. In fact, Mr. Rose leads Alta's Trails service area, providing strategic oversight to projects throughout the West Coast, his work ranging from trail connections in rural environments to region-wide greenway plans, Complete Streets, Safe Routes, and urban streetscapes. He is skilled with data analysis, GIS, digital visualization graphics, and construction drawings. In addition to Mr. Rose's experience managing or serving as Planning Lead for such trail projects as the California Coastal Trail and the City of Arcata's Rail-with-Trail, he has been involved in Ukiah's Pacific Northwestern Rail Trail project since its inception, leading Alta's work on developing preliminary engineering and cost estimation, and then continuing with GHD for Phase 1. This continuity will prove invaluable to Ukiah, especially considering the fast-track schedule proposed.

Role and responsibilities on this project: Mike Rose managed Alta during Phase 1 and so will provide continuity during Phase 2, supporting Mary Stewart in planning design.

Brian Burchfield, PLA
Planning and Landscape Design Support

Qualifications: Mr. Burchfield has almost a decade of experience managing and producing work on everything from trail improvement projects to complete streets concepts. Recently, his work has encompassed developing construction documentation, permit agency coordination, irrigation plans, planting and landscape plans, on-street bicycle and pedestrian facilities, and separated multi-use pathways for such northern California clients as cities of Sunnyvale and Mountain View (four-mile trail through the Don Edwards National Wildlife Refuge), the cities of Palo Alto (Matadero Creek Trail) and East Palo Alto (Highway 101 pedestrian/bike crossing), and the East Bay Regional Parks District, wherein Mr. Burchfield served as Project Manager for the Doolittle Drive South Segment of the San Francisco Bay Trail. On Phase 1 for this Northwestern Pacific Rail Trail project, Mr. Burchfield also served as CAD Designer, and will be continuing that role in Phase 2.

Role and responsibilities on this project: Brian Burchfield will provide support, alongside Mike Rose, to Mary Stewart in planning design.

GHD resumes

Bill Silva, PE, QSD/QSP
Principal-in-Charge

Education. B.S. Civil Engineering, California State Polytechnic University, 1993

Certifications / Licenses.
- Professional Civil Engineer: CA, WA
- Qualified SWPPP Developer/Practitioner
- Construction Documents Technologist (CDT)

Principal-in-Charge :: **Pacific Northwestern Rail Trail Phase 1 | City of Ukiah, CA** :: GHD served as design engineer for a Class I trail along one mile of the North Coast Railroad Authority (NCRA) Railroad Corridor between Gobbi Street and Clara Avenue in Ukiah. The trail provides pedestrians and cyclists with safe access to amenities such as parks, a museum, and a hospital. This was the first rail-with-trail project to be designed and constructed in NCRA right-of-way (ROW) in Mendocino County. Mr. Silva oversaw a full suite of environmental, engineering, and permitting services, as well as SWPPP preparation.

Principal-in-Charge :: **Eureka Waterfront Rail-with-Trail | Redwood Community Action Agency, CA** :: Mr. Silva oversaw the second phase of design, including construction-ready PS&Es and environmental compliance documents for a Class 1 segment of the non-motorized California Coastal Trail along one mile of Waterfront Drive in the City of Eureka. The project is primarily in the ROW of a city street and a railroad and is entirely within the California Coastal Zone. Project tasks involved: topographic survey, wayfinding signage, interpretive signage, trailheads, intersection and trail design, engineering construction documents, cost estimates, natural features inventory, analysis of environmental impacts, re-alignment analyses, corridor Phase I environmental site assessment, CEQA Initial Study, stakeholder coordination, and GIS mapping.

Project Engineer :: **Berryessa Creek Pedestrian Bridge and Bicycle Trail | City of Milpitas, CA; Santa Clara Valley Water District** :: Mr. Silva served as Project Engineer for the design for Berryessa Creek Pedestrian Bridge and Four-mile Bicycle Trail, which was constructed under a cooperative agreement between SCVWD and the City of Milpitas. The trail integrates with the natural environment and provides recreation and alternative transportation benefits to businesses, schools, and neighborhoods. The trail and creek improvements features over one mile of Caltrans Class I bicycle route through restored habitat.

Project Manager :: **Payran Street to Southpoint Boulevard Multi-Use Pathway | Sonoma Marin Area Rail Transit (SMART) | Petaluma, CA** :: Mr. Silva is managing design and construction support for a 1.2-mile segment of pathway from Payran Street to Southpoint Boulevard in Petaluma, California, which will provide an important pedestrian connection between East and West Petaluma and be part of SMART's larger pathway system connecting its stations to the surrounding communities. The project's scope of work includes topographical survey, geotechnical studies, utility coordination, design development and full PS&E, permitting coordination, and Caltrans Local Agency Funding coordination.

Principal / Project Manager :: **Napa 5-Way Intersection | City of Napa, CA** :: Mr. Silva managed the high-profile 5-way intersection located on Hwy 121/Silverado Trail east of Downtown Napa. The project entailed numerous alternatives development and analysis, an extensive public outreach program, cost estimating, and preparation of Project Initiation Document (PID) for Caltrans review and subsequent design as part of SHOPP program. Alternatives included five-leg roundabouts, multi-roundabouts, leg removal with signalization, and other approaches. The team was commended by the public on our willingness to listen and integrate public input into the proposed solutions.

Principal-in-Charge :: **Street Smart Rohnert Park | City of Rohnert Park, CA** :: This Congestion Mitigation and Air Quality (CMAQ) funded complete streets project in the Central Rohnert Park Priority Development Area (PDA) included design of pedestrian and bicycle improvements within the PDA. Project features included ADA ramps, mid-block crossings, in-ground lighted crossings, rectangular rapid flashing beacons (RRFB's), and signing and striping. The project also involved a customized wayfinding program that initiated the character of the pedestrian scale signage throughout the PDA and compliance with Federal and State funding requirements and coordination with Caltrans Local Assistance and the adjacent rail district, SMART.

Project Manager :: **Petaluma Mainline Railroad Bridge Track Relocation Project | City of Petaluma, CA** :: Mr. Silva managed the complete design of approximately 4,900 feet of mainline railroad and siding track. Construction Documents included design of at-grade crossings, signalization, switches, retaining structures, drainage considerations, road reconstruction, and extensive adjacent property owner coordination. Project relocated and raised existing track approximately four feet to prevent area flooding.

Project Manager :: **Projects in Ukiah**
- Single Route | Mendocino County Department of Transportation | Ukiah, CA
- Hill Road Bridge | Mendocino County Department of Transportation | Ukiah, CA
- Comptche Road Slide M.P.20.85 | Mendocino County Department of Transportation | Ukiah, CA
- Redwood Business Park Transportation Improvements | City of Ukiah, CA

Pat Tortora, PE, LEED AP

Project Manager / Civil Design Lead

Education. B.S. Civil Engineering, Oregon State University, 1993

Certifications / Licenses.
- Professional Civil Engineer: CA, OR, WA, Guam
- LEED Accredited Professional

Lead Engineer :: **Pacific Northwestern Rail Trail Phase 1 | City of Ukiah, CA** :: Mr. Tortora served as Lead Engineer for a Class I trail along one mile of the North Coast Railroad Authority (NCRA) Railroad Corridor between Gobbi Street and Clara Avenue in Ukiah. The trail provides pedestrians and cyclists with safe access to amenities such as parks, a museum, and a hospital. This was the first rail-with-trail project to be designed and constructed in NCRA right-of-way (ROW) in Mendocino County.

QA/QC :: **Payran Street to Southpoint Boulevard Multi-Use Pathway | Sonoma Marin Area Rail Transit (SMART) | Petaluma, CA** :: Mr. Tortora provided QA/QC oversight support for a 1.2-mile segment of pathway from Payran Street to Southpoint Boulevard in Petaluma, California, which will provide an important pedestrian connection between East and West Petaluma and be part of SMART's larger pathway system connecting its stations to the surrounding communities. The project's scope of work includes topographical survey, geotechnical studies, utility coordination, design development and full PS&E, permitting coordination, and Caltrans Local Agency Funding coordination.

Lead Civil Engineer :: **Main Street/SR1 Realignment | City of Fort Bragg, CA** :: Mr. Tortora served as Project Engineer and worked on the design for the Main Street Realignment Project (between Oak Street and Pine Street). Improvements included the relocation of the existing merge/drop lanes; the addition of a bike lane; the addition of medians; the replacement of the existing cobra-head style street lights with new decorative street lights; the addition of right and left hand turn lanes at various intersections; decorative bulbouts, curb ramps, and crosswalks; and accessibility improvements to driveways and sidewalks.

Civil Engineer and Construction Support :: **Eastside Trunk Sewer 3, Snyder Lane Widening | City of Rohnert Park, CA** :: Mr. Tortora provided civil engineering and construction support services for the Rancho Cotate High School campus modernization and coordination for the new signalized access driveway, as well as for Safe Routes from Snyder lane to the high school campus. The project consists of roadway, sewer trunk main, water main, drainage, box culvert extension, Rule 20A utility undergrounding, landscaping, electrical improvements, and water quality improvements consistent with the local Standard Urban Stormwater Mitigation Plan (SUSMP). Mr. Tortora approved low impact design (LID) with the North Coast Regional Water Quality Control Board.

Civil Engineer and Construction Support :: **North San Jose Trail Access and Ramp Study | City of San Jose, CA** :: Mr. Tortora assisted in the preparation of the North San Jose Trail Access and Ramp Study to provide optimum connectivity to the Guadalupe River Trail and the Coyote Creek Trail by formalizing the location and design approach for additional access ramps. Public access ramps will be ADA accessible and bicycle friendly. The study is also intended to support a long-term relationship with the Santa Clara Valley Water District and U.S. Army Corps of Engineers for recreational trails by ensuring that public access does not unnecessarily impact the important flood control levees.

Project Manager :: **Pedestrian Access Improvements | West Linn-Wilsonville School District | Bolton Primary School and West Linn High School, OR** :: Mr. Tortora provided civil site design for new sidewalks along and within the public right-of-way, including signalized crosswalks. This project was fast-tracked to address public safety concerns prior to the 2014 school year. Construction of 550 feet of street frontage improvements was completed within three months of initiating design.

Project Manager :: **Lowrie Primary School Public street Improvements | West Linn Wilsonville School District | Wilsonville, OR** :: Mr. Tortora led the design of approximately 4,500 feet of roadway and public utility improvements fronting this 10-acre greenfield primary school in the planned community of Villebois. Public improvements consisted of road improvements, sanitary sewer, water, and stormwater management improvements, applying "green street" facilities to treat and manage stormwater.

Civil Engineer :: **Transportation Improvements for Redwood Business Park | City of Ukiah, CA** :: Mr. Tortora assisted in construction submittal reviews.

Civil Engineer :: **Mendocino County Courthouse Infrastructure Project Phases 1, 2, and 3 | County of Mendocino | Ukiah, CA** :: Mr. Tortora is currently preparing the SWPPP and process application on the State of California Water Resources Control Board Stormwater Multiple Application and Report Tracking System (SMARTS) online permitting.

Project Manager :: **Wapato Lake Bridge Replacement Project | U.S. Fish & Wildlife Service | Wapato National Wildlife Refuge, OR** :: Mr. Tortora prepared alternatives analysis, concept design, and construction documents for the design and construction of two replacement bridges. The two bridges consisted of a pedestrian aluminum truss bridge and a vehicular steel girder bridge. The pedestrian bridge will connect a future rails to trails project to Wapato Lake and associated recreational facilities. Improvements include new access road approaches, an 85-foot span pedestrian bridge and a 91-foot span vehicular bridge, both with a pile supported foundation spanning over Wapato Creek to the levee around Wapato Lake in the Wapato Lake National Wildlife Refuge. Both bridges were placed 12 inches above the 100-year flood plain elevation.

Matt Kennedy, PE, TE

QA/QC

Education. B.S. Environmental Resources Engineering, Humboldt State University, 2001; M.S. Environmental Engineering, University of Massachusetts, 2003

Certifications / Licenses.
- Professional Civil Engineer: CA, OR, NM, Guam
- Professional Traffic Engineer: CA

Assistant Construction Manager and Construction Engineer :: **Pacific Northwestern Rail Trail Phase 1 | City of Ukiah, CA** :: Mr. Kennedy served as Construction Manager for a Class I trail along one mile of the NCRA Railroad Corridor between Gobbi Street and Clara Avenue in Ukiah. This was the first rail-with-trail project to be designed and constructed in NCRA ROW in Mendocino County. In addition to construction management, Mr. Kennedy provided engineering during construction, and coordinated extensively with the City of Ukiah and Project Manager Ben Kageyama.

Traffic and Civil Engineer :: **Perkins Street and Orchard Avenue Intersection Improvements | City of Ukiah | Ukiah, CA** :: This project involved the design of traffic signal modifications and geometric improvements to add an additional right turn lane with a right turn overlap phase at this heavily utilized intersection near the on and off ramps for the U.S. 101 East Perkins Street interchange in Ukiah, CA. Other improvements included minor grading and storm drainage improvements, paving, striping for the new turn lane, curb, gutter, and sidewalk, and relocating signs from the demolished signal poles to the new signal poles. This project was completed in September 2009, modified in January 2012 to include federal Economic Development Administration funding requirements, and completed by 2012.

Project Manager :: **Talmage Interchange Improvements | City of Ukiah, CA** :: The project involves the design of geometric modifications to the existing Caltrans-owned freeway interchange in Ukiah. The improvements are related to ongoing development of the Redwood Business Park and regional growth, specifically required to accommodate increased traffic. GHD prepared a detailed traffic impact study, biological assessment, hazardous materials assessment, and a noise study for the project in support of a CEQA EIR.

Traffic and Civil Engineer :: **East Washington Pedestrian Crossing | City of Petaluma, CA** :: The purpose of the project is to enhance pedestrian visibility, crossing safety and ADA accessibility at East Washington Street on the Petaluma Ring Trail. The project includes a high-visibility overhead warning system (flashing yellow beacons and LED blankout sign), a pedestrian corral at the mid-point of the crossing, new sidewalks along East Washington Street, utility trenching, a new PG&E service, ADA curb ramps with truncated dome detectable warning panels, and striping and singing. GHD designed the new overhead warning system using standard details and equipment from Caltrans, including foundations, poles, mast arms, and one luminaire for safety lighting. New sidewalks provide connectivity for bicyclists and pedestrians between the Ring Trail on Skyranch Road and East Washington Street. The project was completed on-schedule and under budget. In additional to full design services, GHD provided construction support services during construction and worked with City staff and the contractor.

Project Manager :: **Replacement Well #4 and New Well #9 | City of Ukiah, CA** :: This project replaces existing and failing Well #4 with a new well, and a chlorination and control building. GHD provided related site improvements, and then constructed new Well #9. Well #4 is located on a parcel in a residential neighborhood.

Traffic and Civil Engineer :: **Lakeville Street Signal Improvements | North Coast Rail Authority | Petaluma, CA** :: GHD provided NCRA with design and construction engineering services for rail and traffic signal modifications and pedestrian improvements at two major intersections and grade crossings in Petaluma. The traffic signal and pedestrian improvements were required as part of NCRA's improvements to the rail system between Cloverdale and Larkspur to begin freight rail service in 2011. The project also involved coordination between NCRA, the City of Petaluma, and the California Public Utilities Commission.

Project Manager and Construction Manager :: **Redwood Business Park Transportation Improvements | City of Ukiah, CA** :: The project involves the design of improvements to an existing roadway system in a developing business park and retail area to repair a large section of under-designed and failed pavement, widen and improve roadways to accommodate increases in traffic and heavy trucks associated with planned future commercial and retail developments, and other associated improvements. Elements of the project include pavement design and roadway reconstruction, new and modified traffic signals, the addition of lanes and changes in roadway geometry, extensions of roadways and utilities, and pedestrian and bicycle improvements consistent with the City's Bicycle and Pedestrian Plan and development plan. Roadway widening improvements require coordination with PG&E for the relocation of a primary distribution power pole, and wetland delineation. Other project services include traffic analyses and planning assistance for future interchange improvements, and coordination with Caltrans. This project is currently in construction.

Civil Engineer of Record :: **Transit Operations and Maintenance Facility | Mendocino Transit Authority (MTA) | Ukiah, CA** :: GHD provided civil, mechanical, electrical, and structural engineering design services for a new operation and maintenance building, fueling facility, bus clean detail, and related improvements, replacing MTA's existing outdated and undersized facilities. Site designs include new utility services, excavation, grading and paving, and stormwater improvements. The project required reconstruction of existing utilities to locate them within existing utility easements, removal and replacement of undocumented and unstable fill materials, and coordination with local agencies for approvals.

David Caisse, PE, QSD/QSP

QA/QC / Caltrans Local Assistance Support

Education. B.S. Civil Engineering, West Virginia University Institute of Technology, 2005

Certifications / Licenses.

- Professional Civil Engineer: CA, FL
- Qualified SWPPP Developer/Practitioner
- Caltrans Local Assistance Resident Engineers Academy, August 2012

Project Manager :: **Safe Routes to Schools | City of Rio Dell, CA** :: In October 2015, the City of Rio Dell was awarded $1,533,000 in ATP funding for its Safe Routes to School (SRTS) projects, which targeted improvements for routes to Eagle Prairie and Monument Middle Schools, with the goal of creating safer, more pedestrian and bicycle friendly routes. Mr. Caisse serves as the Project Manager for this multi-phase (PA&ED, PS&E and CM), multi-year planning and design project, providing design for the improvements: new standard and buffered bike lanes, sidewalks, crosswalks, signage and pavement markings, and intersection improvements and on- and off-ramps. Construction is expected to begin in 2019.

Project Manager / Project Engineer :: **Eureka Waterfront Trail Phase A, B, and C | Redwood Community Action Agency, CA** :: Mr. Caisse served as Project Engineer for civil site design (horizontal and vertical trail alignment, grading, drainage, and accessibility design) for over four (4) miles of multi-use paths (phases A, B, and C combined) with components such as bridges (five total), 560 feet of boardwalk, curb and gutter, sidewalks, curb ramps, retaining walls, railroad crossings, signing, striping, wetland mitigation, parking, and landscaping. He served as Project Manager through the construction of Phase A and currently for B and C. Construction will be complete by the end of 2017.

Deputy Project Manager :: **Humboldt Bay Trail South | County of Humboldt, CA** :: Mr. Caisse serves as the Deputy Project Manager for the civil site design of more than four miles of Class I trail connecting the City of Eureka's Waterfront Trail Phase C with the City of Arcata's Humboldt Bay Trail North. Improvements include three non-motorized bridge crossings, a shared-use railroad bridge crossing the Eureka Slough, retaining walls, railroad crossings, signing, and striping and drainage improvements.

Project Engineer :: **Humboldt Bay Trail North | City of Arcata, CA** :: Mr. Caisse served as the Project Engineer for the civil site design of a 3.0-mile, Class I trail through City, Caltrans, and railroad right-of-way. Improvements include six non-motorized bridges and an at-grade trail-rail crossing. Mr. Caisse's responsibilities included the preparation of the engineering plans, specifications, and estimates (PS&E package), and coordinating design improvements to minimize environmental impacts and mitigation costs. The trail segment is part of the California Coastal Trail with much of the alignment located entirely within the California Coastal Zone. Design was completed in April 2016. The project began construction in summer of 2017 and is nearly complete.

Project Engineer :: **2015 Safe Routes to Schools | City of Fortuna, CA** :: Mr. Caisse provided design for improvements: new sidewalks and accessible driveways, crosswalks, pedestrian speed tables, enhanced pedestrian crossings, speed humps, paved trails to connect public sidewalks to the schools, signage and pavement markings, reconfigured signalized intersection, an extension of the left turn pocket, and reducing Ross Hill Road from two lanes in each direction to one lane with a buffered bike lane.

Project Engineer :: **Foster Avenue Extension and Trail | City of Arcata, CA** :: Mr. Caisse served as Project Engineer working on the design for the Foster Avenue Extension Project. Project components included a roadway and roundabout design, a Class I bikeway, bike lanes, sidewalks, drainage, LID landscaping features, and pedestrian and bicyclist safety improvements. **This project was awarded the 2015 Project of the Year by the North Coast Branch of ASCE and the 2016 Bikeways and Trails project of the Year by the San Francisco Section of ASCE.**

Project Engineer :: **Main Street/SR1 Realignment | City of Fort Bragg, CA** :: Mr. Caisse served as Project Engineer and worked on the design for the Main Street Realignment Project (between Oak Street and Pine Street). Improvements included the relocation of the existing merge/drop lanes; the addition of a bike lane; the addition of medians; the replacement of the existing cobra-head style street lights with new decorative street lights; the addition of right and left hand turn lanes at various intersections; decorative bulbouts, curb ramps, and crosswalks; and accessibility improvements to driveways and sidewalks. Work included extensive coordination with Caltrans oversight engineers.

Project Manager :: **Rose Ave Pedestrian Improvement Project | City of Ferndale, CA** :: Mr. Caiss e served as Project Manager for this federally funded project on Rose Ave (Berding Street to McKinley Ave). Improvements included new sidewalks and improvements to existing sidewalks and driveways in order to bring them into compliance with the latest ADA standards. Project components encompassed sidewalks, curb ramps, curb and gutter, drainage, signage, and striping. Work required extensive coordination with Caltrans oversight engineers.

Project Engineer :: **Humboldt Road Improvement Project | Elk Valley Rancheria | Crescent City, CA** :: Mr. Caisse served as Project Engineer for the design of a 2,800-foot-long roadway reconstruction project involving a 30-foot wide paved road, new roundabout designed to FHWA guidelines, bike lanes, sidewalks, a 2,300-foot long, multi-use trail, and associated wetland mitigation. Responsibilities included preparation of the drainage report, construction improvement plans, specifications, and estimates.

Project Engineer :: **North/South Indian Road & Mouth of the Smith River Road Improvement Project | Smith River, CA** :: 1.25 miles of improvements.

Josh Wolf, PE, QSD/QSP

Caltrans Local Assistance Lead Liaison

Education. B.S. Environmental Resources Engineering, Humboldt State University, 2003

Certifications / Licenses.
- Professional Civil Engineer: CA, OR
- Qualified SWPPP Developer/Practitioner
- Caltrans Local Assistance Resident Engineers Academy, March 2009 and January 2016

Project Director :: **Eureka Waterfront Rail-with-Trail | Redwood Community Action Agency, CA** :: Mr. Wolf served as project director for this multi-phase, multi-year planning and design project, including assisting with the Caltrans PA&ED phase, trail alignment analysis, developing construction-ready PS&Es, and environmental compliance documents for a Class 1 segment of the non-motorized California Coastal Trail along the majority of the City of Eureka's waterfront. The project is primarily in the right-of-way of a city street and a railroad and is entirely within the California Coastal Zone. Project tasks involved topographic survey, wayfinding signage, and interpretive signage.

Project Manager :: **Humboldt Bay Trail North | City of Arcata, CA** :: As Project Manager, Mr. Wolf was responsible for final engineering design of a 3.0-mile Class I trail through City, Caltrans, and railroad right-of-way. Improvements involved six non-motorized bridges and an at-grade trail-rail crossing. Responsibilities included the preparation of the engineering plans, specifications, and estimates (PS&E package), and coordinating design improvements to minimize environmental impacts and mitigation costs. The trail segment is part of the California Coastal Trail with much of the alignment located entirely within the California Coastal Zone.

Project Manager :: **Foster Avenue Extension and Trail | City of Arcata, CA** :: Mr. Wolf provided project management for the design of this high-priority project which significantly improved traffic circulation and non-motorized connectivity in the City. Project components encompassed a road extension, a roundabout, LID landscaping features, and pedestrian/ bicyclist safety improvements, including the extension of the Arcata Rail with Trail project from Eastern Avenue to Sunset Avenue. Construction of the project was completed in October 2015. **This project was awarded the 2015 Project of the Year by the North Coast Branch of ASCE and the 2016 Bikeways and Trails project of the Year by the San Francisco Section of ASCE.**

Project Manager :: **2015 Safe Routes to Schools | City of Fortuna, CA** :: Toddy Thomas Middle School and Ambrosini Elementary School were both ranked as high priorities by the Humboldt County Associat of Governments (HCAOG) in 2013 as a part of Humboldt County's Safe Routes to School Prioritization Project. In September 2014, the City of Fortuna was awarded $917,000 in Safe Routes to Schools (SRTS) funding. Improvements included new sidewalks and accessible driveways, crosswalks, pedestrian speed tables, enhanced pedestrian crossings, speed hump, paved trails to connect public sidewalks to school, signage and pavement markings, reconfigured signalized intersection and an extension of the left turn pock, and reducing Ross Hill Road from two lanes in each direction to one lane with a buffered bike lane. As Project Manager, Mr. Wolf managed environmental, design, and construction management services.

Project Manager :: **Main Street/SR1 Realignment | City of Fort Bragg, CA** :: Mr. Wolf managed this federally funded $2.5-million project on State Route 1 (Main Street between Oak Street and Pine Street) for the City of Fort Bragg. Improvements included the relocation of the existing merge/drop lanes; the addition of bike lanes; the addition of medians; the replacement of the existing cobra head style street lights with new decorative street lights; the addition of right and left hand turn lanes at various intersections; decorative bulbouts, curb ramps, and crosswalks; and accessibility improvements to driveways and sidewalks. Work included expansive coordination with Caltrans oversight engineers and preparation of a Project Report (PR) and Design Exception Fact Sheet (Advisory and Mandatory).

Deputy Project Manager :: **Samoa Boulevard/SR255 Gateway | City of Arcata, CA** :: Mr. Wolf was Deputy PM and lead construction inspector for this federally funded $1.7-million gateway project partially located within the California Coastal Zone.

Project Manager :: **US101 Smith River TIGER Project | Smith River Rancheria, CA** :: Mr. Wolf was responsible for the permitting, design, and construction management of roadway safety improvements on US 101 through the Rancheria and community of Smith River. Funded by a $2.5-million TIGER III grant, the project was located entirely within the California Coastal Zone and work included expansive coordination with Caltrans oversight engineers and the preparation of Design Exception Fact Sheets (Advisory and Mandatory).

Project Manager :: **Trinidad Gateway Improvements HR3/TE | City of Trinidad, CA** :: As Project Manager and resident engineer, Mr. Wolf was responsible for the design, permitting, and construction management on the City of Trinidad's Gateway Project. The project was funded by the federal Transportation Enhancement (TE) and High Risk Rural Road (HR3) programs. This improvement project included new sidewalks, ADA ramps, accessible driveways, crosswalks, bulb-outs, pedestrian refuge areas, landscaping, and signage. It also required coordination with Caltrans for both project funding requirements and work in the State right-of-way.

Civil Engineer :: **Humboldt Road Improvement Project | Elk Valley Rancheria | Crescent City, CA** :: As Civil Engineer, Mr. Wolf was responsible for design of a 2,800-foot-long roadway reconstruction project for the Elk Valley Rancheria. Improvements included reconstructing a 30-foot wide paved road, a new roundabout designed to FHWA guidelines, bike lanes, sidewalks, and a 2,300-foot-long multi-use trail. Responsibilities included preparation of construction improvement plans, specifications and estimates, and coordinating approval with the County of Del Norte, Bureau of Indian Affairs (BIA), and Caltrans requirements.

Kristine Gaspar

Environmental / Permitting Lead

Education. M.P.A. Public Administration, California State University, Sonoma, 1995; B.A. Environmental Studies and Planning, California State University, Sonoma, 1992

Connections.

- North Bay Regional Activities Coordinator (2011 to present), California Northern Section, American Planning Association

Permitting Lead :: **Pacific Northwestern Rail Trail Phase 1 | City of Ukiah, CA** :: GHD served as design engineer for a Class I trail along one mile of the North Coast Railroad Authority (NCRA) Railroad Corridor between Gobbi Street and Clara Avenue in Ukiah. The trail provides pedestrians and cyclists with safe access to amenities such as parks, a museum, and a hospital. This was the first rail-with-trail project to be designed and constructed in NCRA right-of-way (ROW) in Mendocino County. Ms. Gaspar managed all permitting services.

Permitting Lead :: **Payran Street to Southpoint Boulevard Multi-Use Pathway | Sonoma-Marin Area Rail Transit (SMART) | Petaluma, CA** :: Ms. Gaspar is coordinating permitting for a 1.2-mile segment of pathway from Payran Street to Southpoint Boulevard in Petaluma, California, which will provide an important pedestrian connection between East and West Petaluma and be part of SMART's larger pathway system connecting its stations to the surrounding communities. The project's scope of work also includes topographical survey, geotechnical studies, utility coordination, design development and full PS&E, and Caltrans Local Agency Funding coordination.

Permitting, CEQA, NEPA Lead :: **Bay Trail | East Bay Regional Parks District (EBRP) | Oakland, CA** :: Ms. Gaspar is currently serving as the Permitting Task Lead on obtaining resource agency permits for construction of a segment of the Bay Trail that is being implemented by EBRP. The site has challenges as it is within the 100-year flood, a condition that will worsen with sea level rise. Involved agencies include the U.S. Army Corps of Engineers (USACE), San Francisco Regional Water Quality Control Board, National Marine Fisheries Service, California Department of Fish & Widlife (CDFW) Incidental Take Permit, and Bay Conservation and Development Commission.

CEQA Compliance and Permitting :: **Talmage Interchange Improvements | City of Ukiah, CA** :: GHD prepared a detailed traffic impact study, biological assessment, hazardous materials assessment, and a noise study for the project in support of a CEQA EIR.

CEQA Compliance and Permitting :: **Redwood Business Park Transportation Improvements | City of Ukiah, CA** :: The project involves the design of improvements to an existing roadway system in a developing business park and retail area.

Project Manager :: **Initial Study/Mitigated Negative Declaration (IS/MND) for Three Bike Trails | Town of Windsor, CA** :: While serving as Management Analyst with the Town of Windsor, Ms. Gaspar prepared an IS/MND for three bike trails. The project drew a lot of public concern as one of the trails abutted residential backyards. In addition, a portion of the trails meandered along a creek which resulted in early consultation with CDFW to identify concerns and alternative methods of construction to minimize impacts to the riparian corridor.

Project Planner :: **On-Call Services | City of San Jose Department of Public Works, CA** :: GHD has an On-Call Services contract to perform a variety of engineering and environmental tasks for park and trail projects. Ms. Gaspar serves as the environmental task lead, and is currently assisting with the permitting and supporting studies for multiple projects along Thompson Creek, Coyote Creek, and Guadalupe Park. The sites are subject to the Santa Clara Valley Habitat Plan and many require coordination with the Santa Clara Valley Water Authority.

Project Planner :: **On-Call Services | Santa Clara County Parks, CA** :: GHD has an On-Call Services contract with the County of Santa Clara Parks Department to perform a variety of engineering and environmental tasks for park and trail projects. Ms. Gaspar serves as the environmental task lead, and is currently assisting with the permitting technical memo and supporting studies for Motorcycle Park. The site is subject to the Santa Clara Valley Habitat Plan.

Project Manager :: **Petaluma Trestle Rehabilitation Project IS/MND and Permit Support Documents | City of Petaluma, CA** :: This project involved rehabilitating a historic railroad trestle as a promenade for pedestrian and trolley traffic along the Petaluma River Waterfront. The trestle is a beloved structure in the community, which led to active participation by the public in the preliminary design and environmental review process. Ms. Gaspar served as Project Manager for an IS that evaluated the complex issues surrounding the trestle's historical significance. In addition, the IS evaluated the project's impact on special-status aquatic species, and the impacts of construction vibration on the neighboring businesses.

Project Planner :: **Del Norte County Regional Airport Obstruction Removal Project | Border Coast Regional Airport Authority | Crescent City, CA** :: Ms. Gaspar assisted with the air quality analysis for the CEQA IS/MND and NEPA Environmental Assessment (EA). Significant issues associated with this project included potential impacts to ESHA, sensitive natural communities, rare plants, birds, and appropriate mitigation for the removal of special-status species, all within the Coastal Zone.

Project Planner :: **Jennings Avenue Pedestrian Rail Crossing EIR | City of Santa Rosa, CA** :: Ms. Gaspar evaluated construction and operation of a new at-grade pedestrian and bicycle rail crossing in Santa Rosa, and the possible closure of an at-grade rail crossing at one of three locations downtown. She was in charge of writing the Air Quality and Greenhouse Gas sections.

Richard Maddock, PLS
Survey Lead

Education. Survey and Land Use Courses, Solano Community College, 1987

Certifications / Licenses.
- Professional Land Surveyor: CA

Land Surveyor :: **Payran Street to Southpoint Boulevard Multi-Use Pathway | Sonoma Marin Area Rail Transit (SMART) | Petaluma, CA** :: Mr. Maddock provided surveying services (topographical survey, utility coordination) for a 1.2-mile segment of pathway from Payran Street to Southpoint Boulevard in Petaluma, California, which will provide an important pedestrian connection between East and West Petaluma and be part of SMART's larger pathway system connecting its stations to the surrounding communities.

Land Surveyor :: **Talmage Interchange Improvements | City of Ukiah, CA** :: The project involves the design of geometric modifications to the existing Caltrans-owned freeway interchange in Ukiah. Mr. Maddock also assisted in sampling and report development for hazardous materials.

Land Surveyor :: **Perkins Street and Orchard Avenue Intersection Improvements | City of Ukiah | Ukiah, CA** :: Mr. maddock conducted surveying for the design of traffic signal modifications and geometric improvements at this heavily utilized intersection in Ukiah, CA.

Land Surveyor :: **Devlin Road (Segment H) and Vine Trail Extension | City of American Canyon, CA** :: Mr. Maddock conducted boundary and topographic mapping for the Devlin Road extension to Green Island Road. He also prepared legal descriptions and plats for road right-of-way.

Land Surveyor :: **OBAG Project: 5039 (023) Safe Routes to School, Phase 2 | City of Cloverdale, CA** :: This is a federally funded project which involves a pedestrian pathway and sidewalk gap closures, ADA curb ramps, and restriping for Class II bike lanes (with green markings). Mr. Maddock prepared legal plats and descriptions for new sidewalk easements for the project, coordinating with the City's right-of-way agent for acquisition of real property rights and assistance with the right of way certification for the project. In addition, GHD prepared the NEPA technical studies for the project for the project NEPA document and prepared the request for authorization and PS&E submittal for construction spending authorization.

Land Surveyor :: **Mare Island Force Main | Vallejo Sanitation and Flood Control District | Vallejo, CA** :: Mr. Maddock led boundary research, and office and field work for a project which included topographic mapping along a 1-mile-long corridor for design and installation of a sanitary sewer force main and water line. Boundary determination involved the research and recovery of boundary monuments for all parcels involved. Mr. Maddock prepared legal descriptions and plats for easement.

Land Surveyor :: **Behavioural Health Housing Unit (BHHU) Survey and Connector Corridor Survey | County of Sonoma, CA** :: Mr. Maddock led land surveying services and preparation of a title exceptions map, access and utility map, and legal description and plat map as part of the County's Real Estate Due Diligence Package to the State for funding for the proposed BHHU project in Santa Rosa. The scope included a site topographic survey and preparation of a site topographic and boundary map. Additionally, Mr. Maddock led development of a legal description and plat map associated with the construction of a new two-story connector corridor between the Main Adult Detention Facility (MADF) and the BHHU. A portion of the corridor will be located immediately adjacent to the MADF and then cross a driveway to connect to the BHHU. The land on which the connector corridor will be constructed requires an easement for legal purposes.

Land Surveyor :: **School Surveys | Cotati Rohnert Park Unified School District | Cotati, CA** :: This is an ongoing project for the Cotati Rohnert Park Unified School District. GHD has completed topographic mapping and boundary surveying and construction staking for six (6) schools in their district. These projects also required checking all ADA ramps and paths for compliance.

Land Surveyor :: **Petaluma Complete Streets Project (STPL 5022(055) | City of Petaluma, CA** :: This is a federally funded project, which limits include approximately 4,500 linear feet of Lakeville Street and East D Street, two heavily traveled arterials within the City. The project will rehabilitate the existing pavement section, reconstructed pedestrian curb ramps for ADA compliance, provide high visibility cross walks and/or rectangular rapid flashing beacons at pedestrian crossings, and incorporate Class II bike lines or shared lanes throughout the project limits.

Land Surveyor :: **Napa Road Rehabilitation Project (STPL-5114(017) | City of Sonoma, CA** :: This is a federally funded project encompassing approximately 2,700 linear feet of Napa Road, an arterial roadway within the City. The project will rehabilitate the existing pavement section, reconstruct pedestrian curb ramps for ADA compliance, and reconfigure the roadway for Class II bike lanes or shared lanes throughout the project limits. GHD provided full federal aid services, including Caltrans Local Assistance coordination, field review, PES, NEPA technical studies, utility work, right-of-way certification, and preparation of federal authorization for construction.

Land Surveyor :: **Napa River Park | City of Napa, CA** :: Mr. maddock provided survey services for this project using Lieca GPS and Lieca 1203 Total Station to map the upland and river bottom for design and pre-dredge earthwork calculations. He produced an all-encompassing map of the uplands and waterways, including utilities and structures along top of bank for slope analysis.

John Wunschel, PLS
Survey Support

Education. Global Positioning Systems – Sacramento City College; Civil & Surveying Technology: Emphasis in Land Surveying – Santa Rosa Junior College

Certifications / Licenses.
- Professional Land Surveyor: CA

Surveyor :: **El Dorado Trail Project, Segments 1 and 2 | El Dorado County Transportation Commission | Placerville, CA** :: Mr. Wunschel prepared base mapping and field slope staking for this project.

Surveyor :: **Rocklin Road at Meyers and Grove Street Design and Construction Staking | City of Rocklin, CA** :: Mr. Wunschel performed as-built surveys, construction staking, field topographic survey, research of road records, Caltrans oversight, topographic mapping preparation, right-of-way surveys/control, monumentation, and record of survey.

Surveyor :: **SR 29/Airport Boulevard Roadway Improvement Designs | City of Napa, CA** :: Mr. Wunschel prepared base mapping for this project.

Surveyor :: **Central Business District Pedestrian Improvements | City of Anderson, CA** :: Mr. Wunschel prepared base mapping for this project.

Surveyor :: **East Joiner Parkway and Twelve Bridges Drive Pavement Rehabilitation Project | City of Lincoln, CA** :: Mr. Wunschel assisted with set-up, the scoping memorandum, and pavement investigations and design.

Surveyor :: **East Ninth Street Public Infrastructure Replacement Plan | City of Lincoln, CA** :: Mr. Wunschel performed field survey, project control survey, topographic map, boundary resolution, right-of-way survey, and utility mapping for project design.

Surveyor :: **Twin Cities Road Widening PS&E and Construction Support | City of Rocklin, CA** :: Mr. Wunschel is preparing the supplemental right-of-way descriptions and plats, right-of-way record map, set monuments, record of survey, and construction survey control for this project.

Project Surveyor :: **Healdsburg Avenue Bridge over the Russian River Design and Construction Services | City of Healdsburg, CA** :: Mr. Wunschel performed the duties of Party Chief and office surveyor for this project.

Surveyor :: **Sierra College Boulevard Widening | City of Rocklin, CA** :: Mr. Wunschel prepared the base mapping, monumentation surveys, and record of survey for this project.

Project Surveyor :: **On-Call Land Surveying Services | City of Sacramento, CA** :: Mr. Wunschel prepared project control, construction staking, and topographic surveys for all projects under this on-call contract, which was awarded in June 2012. Completed projects have included East Sacramento Water Main Replacement Phase 2 Construction Staking (approximately 8 square miles), Curtis Park Water Meter Retrofit Topographic Survey (14 miles), and Land Park Water Meter Retrofit Topographic Survey (7 miles).

Surveyor :: **Barrier Rail Replacement at Three (3) Bridges | San Joaquin County, CA** :: Mr. Wunschel prepared base mapping, topographic surveys, and plans for these three bridge replacements.

Surveyor :: **Cassel-Fall River Road Bridge | Shasta County, CA** :: Mr. Wunschel performed right-of-way engineering, as well as a topographic and hydro survey.

Surveyor :: **Trinity Knolls Water System Improvements | Trinity Center Mutual Water, CA** :: Mr. Wunschel prepared a topographic survey map, performed control surveys to establish a single unified horizontal and vertical datum, and established control points.

Surveyor :: **3755 Atherton Road FEMA Elevation Certificate | City of Rocklin, CA** :: Mr. Wunschel performed the field survey and FEMA elevation certification for this project.

Surveyor :: **On Call Surveying Services | PACE Engineering | City of Rocklin, CA** :: Mr. Wunschel has performed topographic surveying and mapping, boundary determination, and precise measurements for dam improvements.

Surveyor :: **On-Call Development Plan Check Services | City of Rocklin, CA** :: Mr. Wunschel performed the map check review for final subdivision/parcel maps.

Surveyor :: **On-Call Surveying Services | County of Trinity, CA** :: Mr. Wunschel has performed topographic surveying and mapping, right-of-way engineering, construction staking, and boundary resolution, as well as having prepared Record of Surveys.

Party Chief :: **Lance Gulch Road Right-of-Way Engineering and Interim County Surveyor | County of Trinity, CA** :: Mr. Wunschel performed the duties of Party Chief and office surveyor. The project involved boundary surveying, preparation of legal descriptions and plats, monumentation, and filing a Record of Survey. GHD provided construction staking services for the County and completed Phases 1 and 2.

Surveyor :: **Sacramento Drive Bridge Replacement at Olney Creek | City of Redding, CA** :: Mr. Wunschel performed the topographic/boundary surveys, data collection, and utility coordination for the project.

Chris Trumbull, PE, GE, D.GE

Geotechnical Engineer

Education. M.S. Civil Engineering (Geotechnical emphasis), San Jose State University, 1995; B.S. Civil Engineering, San Jose State University, 1989

Certifications / Licenses.
- Professional Geotechnical Engineer: CA, OR
- Professional Civil Engineer: CA, NV, HI

Sr. Geotechnical Engineer :: **Payran Street to Southpoint Boulevard Multi-Use Pathway | Sonoma-Marin Area Rail Transit (SMART) | Petaluma, CA** :: Mr. Trumbull provided geotechnical investigation services for a 1.2-mile segment of pathway from Payran Street to Southpoint Boulevard in Petaluma, California, which will provide an important pedestrian connection between East and West Petaluma and be part of SMART's larger pathway system connecting its stations to the surrounding communities.

Sr. Geotechnical Engineer :: **Pedestrian Pathway | SMART | Rohnert Park, CA** :: Mr. Trumbull provided geotechnical investigation for two miles of pedestrian pathway adjacent to an active SMART rail line. Project elements included a 10-foot-wide HMA-paved pathway, two pedestrian bridges, and several retaining walls. Exploration involved 19 borings, from 10 to 40 feet deep, and several grab samples. Geotechnical challenges encompassed highly expansive soil and potentially liquefiable soils at one bridge site.

Sr. Geotechnical Engineer :: **Bay Trail – Doolittle Drive South Segment | East Bay Regional Parks District (EBRP) | Oakland, CA** :: Mr. Trumbull led the geotechnical team for the design of approximately 3,500 linear feet of bay trail. Approximately 2,500 linear feet will be a raised structural viaduct along the San Leandro Bay shoreline. The remaining 1,000 linear feet will consist of the restoration/ upgrade of existing trail including a new trail crossing through the existing Martin Luther King Shoreline boat ramp parking lot. Improvements also include the replacement of the existing boat ramp. Geotechnical challenges involved settlement of Bay Mud, historical fill, and deep foundations. The geotechnical investigation entailed over-water and land borings; laboratory testing; settlement, stability, foundation, and pavement analyses; and report preparation.

Sr. Geotechnical Engineer :: **Twin Bridges Park | City of Hayward, CA** :: Mr. Trumbull was responsible for performing a geotechnical investigation for this city park, which included trails, hardcourts, picnic areas, play structures, and grass fields. He also provided earthwork and pavement recommendations.

Sr. Geotechnical Engineer :: **Potrero to Hunters Point 115kV Underground Cable | PG&E | San Francisco, CA** :: Mr. Trumbull was responsible for performing the geotechnical investigation for a 2.5-mile underground 115kV transmission line that crosses alluvial deposits, bedrock deposits, man-made fill, soft Bay Mud, and relatively shallow groundwater areas plus three trenchless crossings at railroad right-of-ways. Work included subsurface exploration using rotary-wash drilling and direct push (Geoprobe) sampling; geotechnical testing; liquefaction and seismic analyses; recommendations for foundations, trench construction, and trenchless crossings; and discussions of slope stability and naturally occurring asbestos.

Sr. Geotechnical Engineer :: **Vasona Lake Park Bridges | Santa Clara County Parks and Recreation Department | Los Gatos, CA** :: Mr. Trumbull was responsible for conducting a geologic and geotechnical investigation for a 55-foot vehicular bridge and a 160-foot pedestrian bridge within the Vasona Lake County Park. The vehicular bridge replaced an existing bridge that was located over three existing pipe culverts. A 24-inch-thick, cast-in-place, post-tensioned concrete deck was planned. In addition, provisions for the Billy Jones Railroad may be incorporated on the western side of the vehicular bridge. The pedestrian bridge span was approximately 160 feet between abutments. This steel arch bridge was designed to clear-span Vasona Lake without intermediate supports.

Sr. Geotechnical Engineer :: **Uvas Creek Pedestrian Bridge | Kaufman and Broad | Gilroy, CA** :: Mr. Trumbull was responsible for performing a geotechnical investigation for this steel span pedestrian bridge over Uvas Creek. He provided geotechnical design and construction criteria for drilled pier foundations and asphalt concrete pavements.

Sr. Geotechnical Engineer :: **Historic Roseville Old Town Streetscape Improvements | City of Roseville, CA** :: Mr. Trumbull was responsible for conducting a geotechnical investigation for modification of streets and surrounding environment in Historic Roseville. Work included geotechnical design and construction criteria for new asphalt pavements, asphalt pavement overlays, retaining walls, a railway viewing platform, flatwork, and underground utilities.

Sr. Geotechnical Engineer :: **Water Supply Wells | City of Ukiah, CA** :: Mr. Trumbull was responsible for performing an investigation of multiple potential municipal water well sites. Work included subsurface exploration, logging of soil and rock, and electronic logging. He evaluated subsurface conditions, electronic logs, and pump test data to determine water quality, flow and drawdown potential for multiple sites. He also consulted on well pump and turbine design, as well as screen size, screen intervals, gravel pack, and casing design. Mr. Trumbull provided oversight of well installation and pump testing of the production well; collected water samples for water quality testing; and compared results with State of California and U.S. EPA Drinking Water Standards. He also assisted in permitting the wells and test borings with Mendocino County and the State of California Department of Health Services.

Sr. Geotechnical Engineer :: **Haul Road Overcrossing Bridge Widening | County of Mendocino, CA** :: Mr. Trumbull led a geotechnical investigation for modification of an existing bridge and abutments. Work included geotechnical design and construction criteria for new asphalt pavements, retaining walls, and foundations.

Steve Grupico, PE, QSD/QSP, LEED AP

Civil Design Support

Education. B.S. Civil Engineering, California State University, Chico, 2004

Certifications / Licenses.
- Professional Civil Engineer: CA
- Qualified SWPPP Developer/Practitioner
- LEED Accredited Professional
- Construction Documents Technologist (CDT)

Project Engineer :: **Pacific Northwestern Rail Trail Phase 1 | City of Ukiah, CA** :: Mr. Grupico prepared the project SWPPP, including development of appropriate temporary construction BMPs and registration of the SWPPP with the State, for a Class I trail along one mile of the North Coast Railroad Authority (NCRA) Railroad Corridor between Gobbi Street and Clara Avenue in Ukiah. The trail provides pedestrians and cyclists with safe access to amenities such as parks, a museum, and a hospital. This was the first rail-with-trail project to be designed and constructed in NCRA right-of-way (ROW) in Mendocino County. Notably, Mr. Grupico served under Pat Tortora and Bill Silva in a similar capacity to his assigned role in Phase 2.

Project Manager :: **Thompson Creek Trail – Tully Road to Quimby Road | City of San Jose, CA** :: (Identified as Reach 1 trail segment in the Thompson Creek Master Plan.) Mr. Grupico managed the team for this 3,400-linear-feet trail adjacent to Thompson Creek and the Santa Clara Valley Water District (SCVWD) maintenance road. Elements of the project included the design of a 16-foot-wide trail, retaining walls, formal trailheads, utilities, erosion and sediment control, signing and striping, associated improvements, and coordination with an adjacent Santa Clara Valley Transportation Authority project.

Project Manager :: **Thompson Creek Trail – Quimby Road to Aborn Court | City of San Jose, CA** :: (Identified as Reach 2 trail segment in the Thompson Creek Master Plan.) Mr. Grupico is the Project Manager for this 4,400-linear-feet trail segment atop an existing levee. The project included demolition, grading, erosion and sediment control, signage and striping, and landscape design.

Project Manager :: **Guadalupe River Trail/Coleman Road Undercrossing | City of San Jose, CA** :: The 600-linear-feet trail connected two City of San Jose trail systems at the intersection of Almaden Expressway and Coleman Road. The project included coordination between SCVWD, Regional Water Quality Control Board, CDFW, and the U.S. Army Corps of Engineers.

Civil Engineer :: **Eastside Trunk Sewer 3, Snyder Lane Widening | City of Rohnert Park, CA** :: Mr. Grupico served as Project Civil Engineer for the widening a 0.92-mile segment of Snyder Lane, from Parkway Drive to East Cotati Avenue. The project consists of roadway, sewer trunk main, water main, drainage, water quality improvements consistent with the local Standard Urban Stormwater Mitigation Plan (SUSMP), box culvert extension, Rule 20A utility undergrounding, landscaping, and electrical improvements. Mr. Grupico assisted mr. Tortora in approving LID design with the North Coast Regional Water Quality Control Board.

Project Manager :: **Rancho San Vicente Staging Area | Santa Clara County Parks, CA** :: This project involved the preparation of plans, specifications, and cost estimate for an on-site parking lot, restroom facilities, septic design, stormwater conveyance and retention systems, and erosion control designs to access an existing Santa Clara Park trail system. Offsite improvements included an access driveway, roadway widening, and acceleration and deceleration lanes. In addition, a PG&E application for new service was acquired to power the restroom and the entry gate.

Project Engineer :: **Talmage Interchange Improvements | City of Ukiah, CA** :: The design consists of roadway geometrics, pavements, ADA ramps, signing and striping, and related improvements, consistent with Caltrans and City of Ukiah Standards. The project is a fully funded by the City of Ukiah.

Civil Engineer :: **5-Way Roundabout and Downtown Gateway Improvements | City of Healdsburg, CA** :: This project consisted of roundabout and downtown street corridor, underground utility, Foss Creek box culvert, and landscape design. Mr. Grupico worked closely with the public, an urban planner, and the landscape architect to keep improvements in line with existing City and environmental contexts. His responsibilities included the preparation of demolition, grading, roundabout, site and plaza improvements, ADA, water, storm, recycled water, sewer, structural layout, railroad layout, lighting, and LID designs at an estimated construction cost of $13 million.

Project Manager :: **Motorcycle Park Quarter Midget Parking Expansion & Shop Building | Santa Clara County Parks | Santa Clara, CA** :: Mr. Grupico managed the design of an overflow parking lot and a new shop maintenance building. Key project elements included grading, LID design, utility design, planting and landscape, erosion and sediment control, PG&E application to relocate an existing power pole, and coordination with the pre-engineered builder.

Project Engineer :: **Stony Point Road Widening (Phase 2) | City of Santa Rosa, CA** :: The project consists of roadway, large-diameter recycled water main, drainage, water quality improvements consistent with the local SUSMP, box culvert extension, Rule 20A utility undergrounding, landscaping, and electrical improvements. The project is a fully funded redevelopment project, whose goal is to help revive the southwest entry into the City while creating local jobs and stimulating the economy.

Project Engineer :: **Clover Creek and Middle Creek Bridges | Lake County Public Works | Lakeport, CA** :: This federally funded HBP project required coordination with multiple regulatory agencies and funding and project approval through Caltrans.

Alta resumes

Mary Stewart, PLA

Planning and Landscape Design Lead

Education. Certificate, NCI Charrette Management and Facilitation, 2010; Certificate, Landscape Architecture, UC Berkeley Extension, 2003; B.S. Intl Studies, University of OR, 1991

Certifications / Licenses.
- Professional Landscape Architect: OR

Senior Designer :: **Pacific Northwestern Rail Trail Phase 1 | City of Ukiah, CA** :: Ms. Stewart served as Senior Designer on the construction documents prepared for the now completed Phase I from Clara Avenue to E Gobbi Street.

Senior Design Associate :: **Pacific Northwestern Rail Trail Feasibility Study | City of Ukiah, CA** :: Ms. Stewart served as Senior Design Associate and supported Ukiah in their effort to work with the State by preparing preliminary design and cost estimates for the approximately 1.5-mile rail-with-trail facility. In addition to identifying appropriate trail design solutions, roadway crossing treatments, and other best practices for the rail-with-trail, Alta assisted the Ukiah Planning Department to develop conceptual design plans and schematic sketches for some of the wider sections of the historic railroad right-of-way.

Designer :: **Arcata Rail-with-Trail | City of Arcata, CA** :: The Arcata Rail-with-Trail is a unique opportunity to develop a trail that shares right-of-way with a historic rail line in Humboldt County. Significant challenges to the project included a number of water and wetland crossings that will be necessary to design and permit and providing designs to allow users to cross roads and the railroad tracks in a safe manner. Ms. Stewart led design development of the L Street Woonerf, Gannon Slough Overlook, Wastewater Treatment Plant Trailhead, and Bracut Trailhead, as well as in-terpretive subjects and elements.

Public Outreach Coordinator and Project Manager :: **Humboldt Bay Trail | County of Humboldt; City of Arcata, CA** :: Alta is teamed with GHD to determine the final alignment of the Humboldt Bay Trail South. The project is a proposed Class I bike path along the North Coast Railroad Authority (NCRA) and Caltrans Highway 101 corridor between Bracut and Eureka. Ms. Stewart serves as the project manager leading Public Outreach and Route Determination, also providing QAQC of Preliminary Design and developing construction documents for Wayfinding and Site Amenities. Once complete, the project will result in a continuous 13-mile-long non-motorized trail from Sunset Avenue in Arcata to the southern terminus of the Hikshari' Trail in Eureka, and become a component of the California Coastal Trail.

Project Manager :: **Midtown East-West Connector | City of Palo Alto, CA** :: Ms. Stewart is the Project Manager for the Midtown Connector, a feasibility study with a robust community engagement plan. The Midtown Connector project involves the identification and study of up to five active transportation routes, preparation of more precise plans and environmental review for the preferred alternative, securing permits and access agreements, and design of the preferred alternative.

Senior Designer :: **CVLink | Coachella Valley, CA** :: Ms. Stewart served as Senior Designer for the master plan phase of the 80+ mile-long CV Link multimodal park/pathway project. Once complete, the CV Link will connect nine cities within California's Riverside County region. The team is preparing a parkway master plan, a Low Speed Electric Vehicles (LSEV) Plan, and construction documents for segments identified for early action, including design of signature site elements, access points, gateways, wayfinding, and signage elements.

Senior Designer :: **Ninth Street Bicycle Boulevard Extension - Phase I and Phase II | City of Berkeley, CA** :: Alta was contracted by the City of Berkeley to design and prepare construction documents for a multi-use pathway that connects the 9th Street Bicycle Boulevard in Berkeley to the Emeryville Greenway at the south city limit. The project required designing within a constrained right-of-way while providing stormwater treatment and native plantings, lighting, site furnishings, and wayfinding. In addition to the multi-use pathway, the project includes safe connections from surrounding neighborhoods. Ms. Stewart developed the design, and managed the development of construction documents for Phase II, which was completed in 2011. She is Senior Adviser on Phase II, which is in design and expected to bid in 2018.

Senior Designer :: **Mojave Riverwalk | City of Victorville, CA** :: The 9-mile trail will connect downtown Victorville on Historic Route 66 to Victor Valley Community College and the future trails in Hesperia to the south. The project includes alignments through rare high desert riparian areas, and historic Route 66 sites. In addition to the shared-use trail, the design included a gateway feature, amphitheater with shade structure, wayfinding and interpretive signage, native plantings, lighting, and site furnishings. Ms. Stewart managed the development of construction documents for Phase I and is involved in early planning for phase II.

Senior Designer :: **Santa Clara River Trail Plan | City of Oxnard, CA** :: For this four-mile bicycle and pedestrian trail along the southern bank of the Santa Clara River between Victoria Avenue and Central Avenue, Ms. Stewart is leading the study, which includes a thorough existing setting and conditions review, an analysis of gaps and geographic impediments, public outreach, standards and safety review, an implementation program, and a financial element.

Michael Rose, PLA

Planning and Landscape Design Support

Education. Master of Urban and Regional Planning, Portland State University, 2004; B.L.A. University of Oregon, 1996

Certifications / Licenses.
- Professional Landscape Architect: OR

Planning Lead :: **Pacific Northwestern Rail Trail Phase 1 | City of Ukiah, CA**

Project Manager :: **Pacific Northwestern Rail Trail Feasibility Study | City of Ukiah, CA** :: Alta prepared a conceptual design for the Northwestern Pacific Railroad corridor immediately adjacent to Downtown Ukiah. Mr. Rose served as Project Manager and supported Ukiah in their effort to work with the State by preparing preliminary design and cost estimates for the approximately 1.5-mile rail-with-trail facility. In addition to identifying appropriate trail design solutions, roadway crossing treatments, and other best practices for the rail-with-trail, Alta assisted the Ukiah Planning Department to develop conceptual design plans and schematic sketches for some of the wider sections of the historic railroad right-of-way.

Project Manager :: **Humboldt County California Coastal Trail | Redwood Community Action Agency (RCAA), CA** :: Alta provided the RCAA with site analysis, route evaluation, planning, design, prioritization, implementation recommendations, and final document production for the California Coastal Conservancy's (CCC) Humboldt Coastal Trail Implementation Strategy. Alta worked closely with RCAA, local team members, project partners, and the CCC to coordinate a detailed review of institutional obstacles and project opportunities to move the Humboldt portion of the California Coastal Trail into the first phase of implementation. Alta further contributed to public involvement, policy review, GIS-based alignment analysis, trail demand modeling, and site-specific project implementation strategy recommendations.

Planner :: **Arcata Rail-with-Trail | City of Arcata, CA** :: Serving the City of Arcata, Mr. Rose worked with the local rail operator and owner to develop a trail design and management plan that will allow the trail and railroad to co-exist. The trail begins in the City of Arcata and ends along the Humboldt Bay south of the city. Significant challenges to the project included a number of water and wetland crossings that will be necessary to design and permit and providing designs to allow users to cross roads and the railroad tracks in a safe manner.

Project Manager :: **Crescent City Harbor Waterfront Design | Crescent City Harbor District, CA** :: Alta collaborated as part of a project team for the Crescent City Harbor District to redesign the harbor to be a welcoming place for visitors. Mr. Rose served as Project Manager, and led the wayfinding and interpretive elements from conceptual design to full construction documentation. Crescent City has a working harbor with many opportunities for visitors to learn about fishing and the history and culture of the region; Alta designed a wayfinding and interpretive sign system that will clearly direct visitors to many attractions within the harbor. In addition, Alta completed an alignment study and conceptual designs to determine where the waterfront promenade and California Coastal Trail (CCT) routes should be located within the harbor district property. The promenade and CCT routes are distinguished with wayfinding elements that are unique to each route, while complementary to the overall harbor design.

Project Manager :: **Fernandez Ranch Public Access Plan | Muir Heritage Land Trust | Contra Costa County, CA** :: Fernandez Ranch is a parcel of land owned by the Muir Heritage Land Trust that is being developed into a park with up to 10 miles of hiking, biking, and equestrian trails. Parts of the site have breathtaking views overlooking the Northern San Francisco Bay. Mr. Rose worked closely with the trail steward from the Bay Area Ridge Trail to lay out and map the first phase of proposed trails. Alignments were flagged in the field and recorded with a handheld GPS to be mapped and stationed for cost estimates. Mr. Rose managed the project and oversaw the production of the final drawings, specifications, and cost estimates.

Project Manager :: **CVLink | Coachella Valley, CA** :: As Project Manager, Mr. Rose is overseeing a team of nine firms for the development of this multi-use pathway through the Coachella Valley. CVLink will connect the nine mid-valley cities in Phase I and eventually add the remaining cities in a future phase. Alta authored the master plan for the CVLink and is now leading design and engineering. The first segment broke ground in late 2016, with additional segments to follow until completion in late 2018.

Public Outreach Manager :: **Highway 101 Improvements | Smith River Rancheria, CA** :: The Highway 101 corridor through the Smith River Rancheria and the community of Smith River has a high crash rate. In an effort to improve the safety of this corridor, Alta is working with the community to recommend safety improvements along the highway. Mr. Rose visited the site and met with members of the community to learn about the history and culture to help develop solutions that fit the context and the community. Recommendations included highway design changes, new landscaping and lighting, and new community gateway signs.

Project Manager :: **Amargosa Creek Pathway | City of Lancaster, CA** :: Mr. Rose served as the Project Manager, preparing design and construction documents for this 1.5-mile multi-use trail and 20-car trailhead. Plants and construction materials were selected to harmonize with the surrounding Mojave Desert environment. Improvements included site furnishings, a restroom building, signage, drip irrigation system, paving, grading and drainage plans, and a parallel decomposed granite trail.

Brian Burchfield, PLA

CAD Design

Education. B.L.A. California Polytechnic University, San Luis Obispo, 2008

Certifications / Licenses.
- Professional Landscape Architect: CA

CAD Designer :: **Pacific Northwestern Rail Trail Phase 1 | City of Ukiah, CA**

Project Manager :: **Bay Trail Improvements | East Bay Regional Parks District (EBRP), CA** :: The project improved safety and function for bicyclists while staying consistent with the rustic aesthetic and permeable pavement requirements of the Don Edwards National Wildlife Refuge through which the trail passes. Mr. Booth managed the consultant team, and provided bid/construction administration support.

Project Manager :: **Matadero Creek Trail Feasibility Study | City of Palo Alto, CA** :: Mr. Booth provided design support, feasibility planning, public outreach, and design services for developing a creek trail within the Midtown neighborhood. Up to five on-creek and off-creek (on-street) corridors were assessed for suitability/feasibility using a multi-criteria and GIS-based analysis. Additional trail analysis included compatibility and access to future potential over/undercrossings of the Caltrain and Highway 101 corridors.

Design Lead :: **East Palo Alto Highway 101 Pedestrian/ Bicycle Overcrossing | City of East Palo Alto, CA** :: Alta is currently leading a feasibility study of a Class I pedestrian/ bicycle overcrossing structure. Mr. Booth led the design of the landscaping and irrigation construction documents, and coordinated with the City and Caltrans on the project.

Project Manager :: **Bay Trail Doolittle Drive South Segment | EBRP, CA** :: Alta led the feasibility study, preliminary design, and construction document support; Alta also had a role in completing the environmental permitting applications.

Project Manager :: **Suisan Valley Bicycle and Pedestrian Improvements Project | Solano County, CA** :: Alta led the preliminary design and complete PS&E for the Mankas Corner staging area in Solano County, CA. The purpose of the project was to enhance and encourage local bicycle and pedestrian visitation to Suisun Valley's open-space recreational opportunities, agricultural businesses, and popular agri-tourist destinations by safely accommodating all users. In addition to the safety improvements, Alta designed a series of architectural features and signage to unify the intersection under a rural design aesthetic.

Planner :: **Napa Valley Vine Trail Feasibility Study | Napa County Transportation and Planning Agency, CA** :: The Napa Valley Vine Trail concept emerged in response to the Napa Valley's commitment to providing transportation options, tourism opportunities, and a strong desire to enhance the quality of life for residents throughout the Valley. Alta completed a feasibility analysis and conceptual design master plan for the Napa County Transportation and Planning Agency that is a critical step in moving this vision toward reality. The completed trail will extend from the Town of Calistoga to the City of Vallejo, a distance of nearly 50 miles. The feasibility study included analysis of three alternative alignments, one of which evaluated a rail-with-trail option. The feasibility addressed a suite of issues including agricultural and resource management considerations, floodway and riparian zone management, on-street accommodation of pedestrians and bicyclists through constrained segments, and accommodation of multi-use pathways in an active railroad right of way. Mr. Burchfield prepared concept level alignment, plan-view, and cross-section graphics for the feasibility study.

Project Manager :: **Trails Projects | Town of Los Altos Hills, CA** :: Alta was contracted by the Town of Los Altos Hills to complete design of several small trail projects. The various trail projects presented a number of design and environmental issues, including: road widening, creek bank protection, obtaining permits, stairway and retaining wall design, and drainage modification. Alta and its team of sub-consultants created trails, bridges, and stairways with a rural design aesthetic to provide safe pedestrian passage along a steeply sloped easement.

Permitting and Construction Assistance :: **Glen Cove Waterfront Park Vegetative Management Plan | Vallejo, CA** :: Alta prepared the construction documents, obtained the permits, and created the Vegetative Management Plan for Glen Cove Waterfront Park in Vallejo, California. Tasks included preliminary site plans, construction document preparation, permitting support and consultation, and agreements assistance. Mr. Burchfield's various roles on the project included assisting with production of the construction documents and completing permit applications.

Senior Designer :: **Tiburon Bay Trail Gap Closure Study | Town of Tiburon, CA** :: Mr. Burchfield served as Senior Designer for the Tiburon Bay Trail Gap Closure Study. This study represents an important opportunity for the Town of Tiburon, in coordination with the Bay Trail, County of Marin, and Caltrans, to prepare a plan for closing a key gap in the San Francisco Bay Trail System, as well as the town's and Marin County's local and regional bike and pedestrian circulation systems. This trail feasibility study determined the preferred alignment and conceptual innovative and engineering design, and identified potential environmental issues along the proposed one-mile segment of the Bay Trail.

Permitting and Construction Assistance :: **Guadalupe River Trail Undercrossing | City of San Jose, CA** :: The Guadalupe River Trail is currently developed as two disconnected trail systems. Once fully developed, the trail will extend 20 miles and link the San Francisco Bay to South San Jose. The improvement will add 600 feet to the existing trail. The width of the trail improvements vary from 8 feet to 12 feet.

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4. Example work product

As requested in the City of Ukiah's RFP No. 17-12, we are providing example work products that include evaluations with illustrations of a rail-with-trail project or similar improvement project. We are providing these work samples on a flash drive, which is included in our proposal submittal. The flash drive contains the following:

1. **Arcata Rail-with-Trail Feasibility Study:** This is the feasibility study that GHD and Alta prepared for the City of Arcata. This document contains all mandatory documents required by the NCRA's Rail-with-Trail Guidelines, including a feasibility analysis of the project alignment, a management plan, a safety and operations plan, a phasing plan, and design guidelines. This document was submitted to the NCRA by the City of Arcata.
2. **Arcata Rail-with-Trail 100% Selected Alignment Submittal Plans:** These are the final design engineering construction plans for the selected alignment submitted to the City of Arcata.
3. **Pacific Rail Trail - Phase 1 Perkins Street Crossing**
4. **SMART Alternative Alignment Graphic:** SMART hired GHD's team to prepare PS&E for a 1-mile long, design-bid-build pathway project from central Petaluma to northern Petaluma, in Sonoma County, CA, along the active SMART rail corridor. The project included the design of a 10' AC pathway, fencing, gates, plantings, undercrossing of Highway 101, and a pedestrian bridge crossing over the Petaluma River.

   During the preliminary design phase, the GHD team developed an alternative alignment and bridge location within the SMART right-of-way. This alternative alignment shifted the alignment west, away from the active rail, allowing more space for construction clearance and most importantly, allowing for a potential second rail track in the future for the newly formed rail road district. This innovative alignment alternative proved to allow for a more constructible pathway and minimized impacts to the existing adjacent drainage ways.

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5. Cost proposal

The following organizational chart shows the personnel we have assembled for the City of Ukiah's Northwestern Pacific Rail Trail Phase 2 project. Following the org chart are brief biographical descriptions of each team member's experience, as well as the work each team member will accomplish.

We are also welcoming the expertise of Alta Planning + Design to our team, whose staff are indicated below with a **green bold** color. Detailed project experience and applicable certifications/education are shown on our resumes at the end of this section.

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6. References

The following project references provide descriptions of work GHD and Alta Planning + Design have completed similar to the City of Ukiah's Northwestern Pacific Rail Trail Phase 2. We are also including contacts to whom Ukiah can direct questions regarding GHD's and Alta's past performance. We have made it clear where, in many cases, GHD and Alta have worked together, and therefore where certain reference contacts can be consdered for both firms' performance.

Northwestern Pacific Rail Trail Phase 1

City of Ukiah, CA

GHD served as Prime Engineer (with Alta Planning + Design), providing a full suite of environmental, engineering, and permitting services (as well as stormwater pollution prevention plan [SWPPP] preparation), for a Class 1, ADA-accessible, non-motorized trail along one (1) mile of the North Coast Railroad Authority (NCRA) Railroad Corridor between Gobbi Street and Clara Avenue in the City of Ukiah. This is the first Rail-with-Trail (RWT) project to be designed and constructed in NCRA right-of-way in Mendocino County.

GHD's scope broadly involved:

- Trail management and safety plan
- Public outreach
- Complete plans, specifications, and construction cost estimates

While most the right-of-way is owned by the NCRA, the Northwestern Pacific Railroad Company (NWPCO) serves as the contract operator. Together, the two entities share responsibility for the safety, operation, and maintenance of the railroad segment. Since the NCRA, NWPCO, and the City of Ukiah have a vested interest in this project, it became critical for GHD and Alta to understand the needs of each stakeholder.

Regarding the SWPPP, GHD prepared a site-specific assessment to determine risk level, which is a function of the erosive potential of the soil and receiving water body risk during periods of soil exposure. Risk Level 2 will require sampling of stormwater for pH and sediment, and significantly more effort than a Risk Level 1 site. Risk level 3 sites may require bioassesment studies of the receiving water body, and active stormwater treatment systems. GHD determined Phase 1 to be Risk Level 2.

GHD prepared the SWPPP document as required for the calculated risk level, which featured site maps and water pollution control drawings, a construction site visual monitoring program, a sampling and analysis plan for non-visible pollutants, a sampling and analysis plan for pH and sediment, a construction site non-visible pollutant sampling program, selection of appropriate best management practices (BMPs) for erosion and sediment control and for construction site management, and a partial water pollution control schedule. GHD provided Notice of Intent (NOI) information suitable to initiate the waste discharge permit process using the State's Stormwater Multiple Application and Report Tracking System (SMARTS). GHD also provided assistance during the initial use of the SMARTS system.

Construction began in 2013 with about 4,300 feet of new paved trail along the west side of the railroad tracks, encompassing three street crossings and several connections to other adjacent streets along the alignment. Because of GHD's familiarity with the design and challenges during construction, the City felt that GHD was best suited to perform construction management services, which included:

- Pre-construction meeting
- Reviewing progress pay requests and certified payroll reviews
- Regular construction meetings to review progress
- Tracking and reviewing submittals and show drawings
- Managing RFIs and CCOs
- On-site daily observations/inspections and documentation
- SWPPP Monitoring and reporting
- Record drawings
- Project closeout

This non-motorized trail project garnered overwhelming community support; in addition to its inherent recreational value, it provides pedestrians and cyclists with safe access to amenities such as parks, a museum, and a hospital.

Contact:
Ben Kageyama
City of Ukiah, Department of Public Works
300 Seminary Avenue
Ukiah, CA 95482
707.463.6284

Rail-with-Trail Corridor Plan

Mendocino Council of Governments, Mendocino County, CA

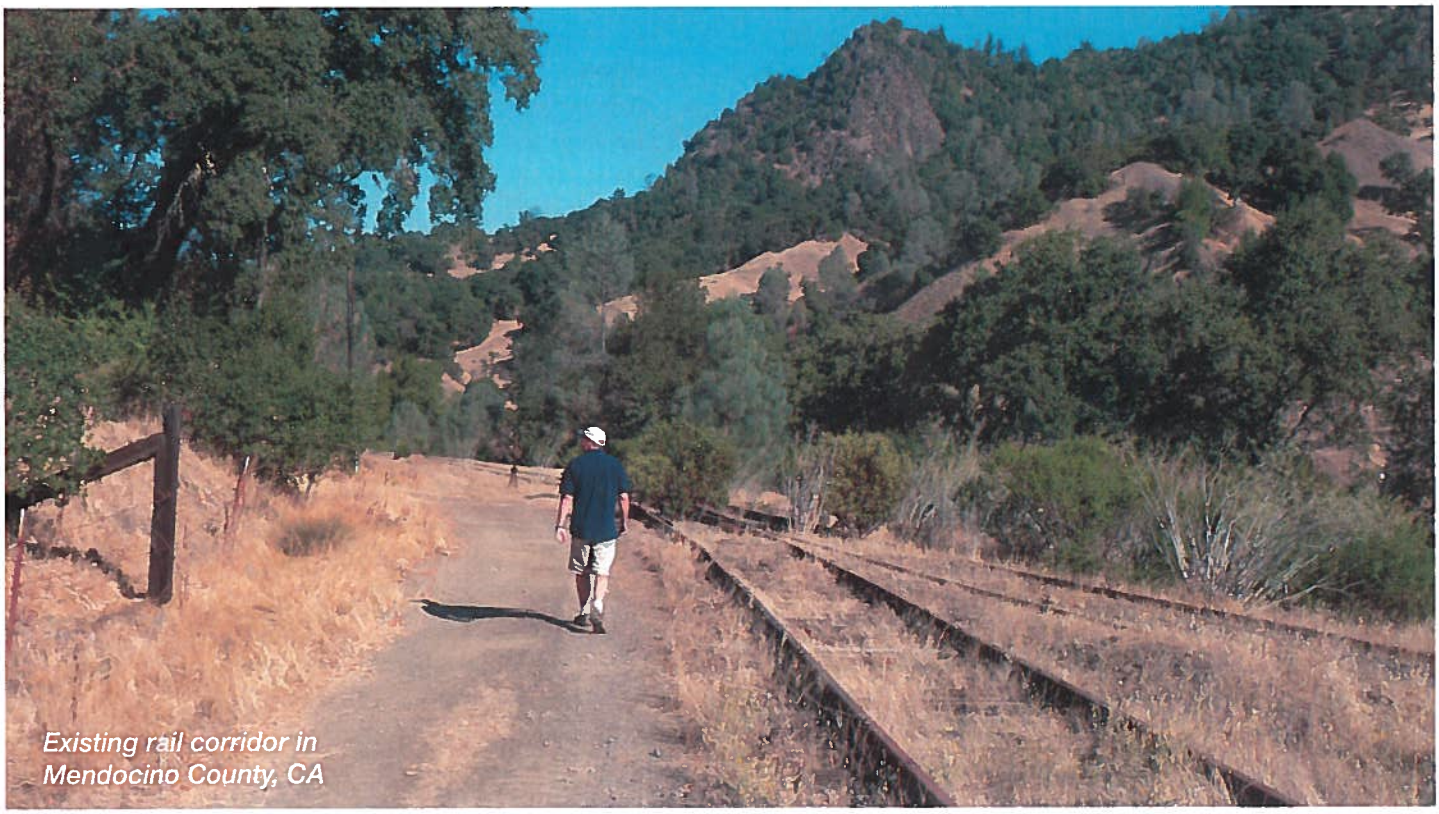
GHD and Alta Planning + Design were selected to complete a feasibility study, preliminary designs, and preliminary environmental analyses for a trail network throughout the entire County of Mendocino along more than 100 miles of an existing railroad corridor. The GHD team's scope involved forming and then coordinating with a multi-agency Technical Advisory Group, extensive data collection, GIS mapping, railroad data analysis, environmental scoping, public outreach workshops in three communities, a comprehensive study report for the total alignment, on-site field investigations, and 35% design plans/estimates for priority segments.

Although our team studied the entire corridor from the Sonoma County line to the Humboldt County line, the team's main focus encompassed the urban areas, from Willits to Hopland, where significant population pockets live and where use of the railroad corridor as an informal non-motorized transportation path is already underway. A high-quality rail-with-trail (RWT) system from Willits to Hopland could be support as many as 1,000,000 trips per year (projections based on Alta's Trail Demand Model, which was calibrated with actual user counts from trails around the country). Alta's model considered trail length, adjacent and regional population, the scenic quality of the trail, and other factors. While 1,000,000 trips may seem high, this number translates to only about 200 trips per average daylight hour along the entire length of the completed corridor between Willits and Hopland.

The RWT Corridor Plan identifies priority projects (Phase I Candidate Projects) and provides jurisdictions along the rail corridor (City of Ukiah, City of Willits, County of Mendocino, and Caltrans) with information to assist with implementation of the RWT. The Phase I Candidate Projects have been developed to a conceptual level so that each jurisdictinoal entity is able to further these projects to the environmental, design, right-of-way, and construction phases. The Plan may be also used by jurisdictions to position projects to take advantage of various federal, State, regional, or local funding opportunities as they become available, or applied as a tool that local agencies for guidance in shepherding candidate RWT projects through the approval process of the NCRA, pursuant to the NCRA's adopted "Rails with Trails Guidelines."

Contact:

Phil Dow
Executive Director, Mendocino Council of Governments
367 North State Street, Suite 206
Ukiah, CA 95482
707.463.1806



Existing rail corridor in Mendocino County, CA

Payran Street to Southpoint Boulevard Multi-Use Pathway

Sonoma-Marin Area Rail Transit (SMART), Petaluma, CA

GHD is providing civil engineering design and construction support services for this 1.2-mile multi-use pathway segment within SMART's right-of-way, from Payran Street to Southpoint Boulevard in Petaluma. This segment will provide an important pedestrian connection between East and West Petaluma, part of SMART's larger pathway system connecting its stations to the surrounding communities. Funded with a Caltrans Active Transportation Program (ATP) grant and administered through Caltrans District 4 Local Assistance, this project requires a topographical survey, geotechnical studies, utility coordination, design development and full PS&E, permitting coordination, and Local Agency Funding coordination. This project is currently in design, on schedule and within budget.

Contact:
Bill Gamlen
Chief Engineer, SMART
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954
707.794.3330

Eureka Waterfront Rail-with-Trail

Redwood Community Action Agency, Eureka, CA

GHD and Alta Planning + Design together completed environmental compliance documents and engineering design for a Class 1, ADA-accessible, non-motorized one-mile bicycle trail along Waterfront Drive in Eureka. The purpose of the project was to enhance non-motorized/ pedestrian connectivity and to increase public access to and along Eureka's Waterfront adjacent to scenic Humboldt Bay. In addition to helping the community of Eureka realize the urban, commercial, and natural potential of this historic area, this trail ultimately serves as a vital link in the greater California Coastal Trail network. The project area was primarily in the right-of-way of a City Street and in the right-of-way of NCRA rail lines while being entirely within the California Coastal Zone. GHD and Alta led the design and environmental teams and completed the following tasks: topographic survey; intersection and trail design; engineering construction documents; cost estimates; natural features inventory; analysis of environmental impacts; re-alignment analyses; corridor Phase I environmental site assessment; CEQA Initial Study; NEPA EA; California Coastal Development Permit; agency coordination; and GIS mapping.

Contact:
Emily Sinkhorn
Redwood Community Action Agency
904 G Street
Eureka, CA 95501
707.269.2061

Orick Levee Trail

Redwood Community Action Agency, Orick, CA

GHD and Alta Planning + Design together assisted with engineering design and preparing environmental compliance documents for a non-motorized trail through the small unincorporated town of Orick in Northern California. As part of the larger Humboldt County Coastal Trail concept, the goal of the Orick Levee Trail Project was to create a connected trail through the scenic town to enhance economic and recreational opportunities. The project area was primarily along the south levee of Redwood Creek, but encompasses two trailhead access points and the crossing of US Route 101. The team's scope included: Schematic design of bridges and structural sections; cost estimates; natural features inventory; wetland mapping; analysis of environmental impacts; re-alignment analyses; CEQA Initial Study; and GIS mapping.

Faced with an accelerated timeline to coordinate with the overall County Trail concept, our team was able to successfully complete all phases within roughly three months of project initiation.

Contact:
Emily Sinkhorn
Redwood Community Action Agency
904 G Street
Eureka, CA 95501
707.269.2061

Arcata Rail-with-Trail Connectivity Project

City of Arcata, CA

The City of Arcata received grant funding from the California State Coastal Conservancy (CCC) to complete planning, engineering design, and permitting for the Rail-with-Trail project. This was an important project to the City of Arcata and the North Coast as a whole, since it represented the first portion of the Humboldt Bay Trail, a multi-trail plan around Humboldt Bay that links the cities of Arcata and Eureka. GHD and Alta Planning + Design conducted a wide range of activities that included:

- Identifying opportunities and constraints and developing a decision matrix to assist the City with the Selection of a preferred trail route;
- Coordinating the steering team and stakeholder groups to solicit input on trail development;
- Performing a topographic survey, boundary research, and right-of-way mapping;
- Conducting a geotechnical investigation and recommendations for bridge footings, trail sections, and retaining wall foundations;
- Developing a Corridor Management Plan with accessibility, warning, and information signage; education plan; emergency response plan; trespassing and crime prevention, maintenance, and liability protection;
- Civil and structural engineering to design 3.7 miles of multi-use trail consistent with USDOT MUTCD, Caltrans Highway Design Manual, AASHTO Geometric Design Standards and CPUC guidelines (pedestrian bridges with spans ranging from 60 to 180 feet with concrete pier foundations, site work and grading for over 3.7 miles of trail, hydraulic analysis for drainage facilities, intersection design, erosion and sediment control plan, fencing, signage, and striping);
- Preparing specifications and Engineer's estimate of construction costs.

At nearly six miles long, the project passed through many jurisdictions and right-of-ways, making it difficult to resolve the various interests of several stakeholders groups and individuals. Accordingly, GHD's work with the environmental plans and permits were extensive, requiring extensive knowledge of native species and careful coordination with many regulatory agencies. The project has been praised by environmentalists who appreciate utilizing fallow infrastructure to promote non-motorized transportation, thereby reducing the carbon footprint of the community. Finally, rail advocates appreciate the project because it allows the railroad operator to retain the right-of-way, preserving the existing rail line for potential future use while generating public interest in the region's historic railroad industry.

Perhaps the biggest success story for the project is the widespread stakeholder approval the project garnered. The project was been endorsed by several different groups of various backgrounds, many with diverging interests, as it knits together the communities of Arcata and Eureka, further unifying the diverse peoples of this unique region.

Contact:

Karen Diemer
City Manager, City of Arcata
736 F Street
Arcata, CA 95521
707.822.8184

Existing rail along Humboldt Bay in Arcata, CA

2015 Safe Routes to Schools

City of Fortuna, CA

The City of Fortuna first identified needed transportation infrastructure improvements through a number of assessments and surveys: the June 2012 Walkability Assessment, Safe Routes to School Parent Surveys, a School Zone Speed Survey, Safe Routes to School Student Hand Tallies, and pedestrian counts. In 2013, as a part of Humboldt County's Safe Routes to School Prioritization Project, the Humboldt County Association of Governments (HCAOG) ranked Toddy Thomas Middle School and Ambrosini Elementary School as high priorities.

So, in September 2014, the City was awarded $917,000 in Safe Routes to Schools (SRTS) funding. With this financial backing, the City retained GHD to provide environmental documents, plans, specifications, estimates, bidding support, and construction management services for the 2015 Safe Routes to Schools project, which intended to create safer and more pedestrian- and bicycle friendly-routes, as well as to encourage students to bike and walk to school.

Improvements involved new sidewalks and accessible driveways, crosswalks, pedestrian speed tables, enhanced pedestrian crossings, speed hump, paved trails to connect public sidewalks to school, signage and pavement markings, reconfigured signalized intersection and an extension of the left turn pock, and reducing Ross Hill Road from two lanes in each direction to one lane with a buffered bike lane. GHD led topographic and boundary surveys, traffic engineering, public outreach, School District coordination and presentations, right-of-way coordination, and Caltrans Local Assistance documentation support. The project was constructed during the summer of 2017 and officially opened to the public on September 5, 2017.

Contact:
Merritt Perry
City Engineer, City of Fortuna
182 Dinsmore Dr.
Fortuna, CA 95540
707.725.1471

Safe Routes to Schools

City of Rio Dell, CA

GHD assisted the City in applying for a Safe Routes to Schools (SRTS) grant under Caltrans' Active Transportation Program (ATP) – Cycle 2; in turn, the City was awarded $1.53M. GHD worked with the School Superintendant, police department, City Manager, and public works department to identify the hazards for students walking to school. GHD also developed the concepts to eliminate these hazards and prepared a grant application for this project that resulted in an additional $528,000 grant awarded to the City.

The project will improve main routes from City residential areas to and from the center of town, with a focus on providing safe pedestrian and bicycle routes between neighborhoods and Eagle Prairie Elementary/Monument Middle School. Proposed infrastructure improvements include the installation of curb ramps, buffered bike lanes, striping, sidewalk/crosswalk improvements, and traffic calming modifications to busy intersections along Wildwood Avenue, Scenic Way, Eeloa Avenue, and Davis Street. The project also involves non-infrastructure components such as educational programs for students, event planning and implementation, and preparation of a Rio Dell Bicycle and Pedestrian Route Map. Construction is tentatively scheduled to be completed in summer of 2020.

Contact:
Kyle C. Knopp
City Manager, City of Rio Dell
182 Dinsmore Dr.
Fortuna, CA 95540
707.764.3532

Humboldt Bay Trail South

Humboldt County Department of Public Works, CA

A non-motorized trail between Eureka and Arcata has been a regional priority for the Humboldt Bay area for over 20 years. The Humboldt Bay Trail South Project will provide non-motorized (primarily pedestrian and bike) transportation and recreational access connecting the City of Eureka's Waterfront Trail to the City of Arcata's Humboldt Bay Trail North via a Class I multi-use trail. Linking the two largest cities in Humboldt County, the trail completes a major step toward regional trail connectivity in and around Humboldt Bay, providing a balanced, "complete street" transportation network and enhancing public access to Humboldt Bay. Additionally, the trail is needed because Highway 101 between Eureka and Arcata is an incomplete transportation facility that was designed primarily to support motorized vehicles.

As stated, the project will connect to the existing Eureka Waterfront Trail, starting in that City then moving along the NCRA railroad transportation corridor north towards Brainard Slough. In addition to the proposed trail improvements between Eureka and Brainard Slough, project extents includes cable railing to be installed between the existing Humboldt Bay Trail North Project and U.S. Highway 101. The project will reduce the potential for conflicts between bicyclists, pedestrians, and vehicles within the Highway 101 Corridor and increase mobility options in the communities of Arcata and Eureka.

Overall, Humboldt County contracted GHD to provide the following services:

- Initial Engineering Study
- Wetland and ESHA delineations
- NES/PES
- Biological Assessment
- CEQA and NEPA
- Initial Site Assessment
- Environmental permits
- Geotechnical investigations
- Topographic and boundary surveys
- NCRA coordination
- Caltrans coordination
- Coastal Development Permit
- GIS mapping
- Alignment analysis/selection
- Project report
- Drainage study
- SWPPP
- Right-of-way evaluation
- Final Design (PS&E)

Contact:

Hank Seemann
Deputy Director – Environmental Services, Humboldt Co.
1106 Second Street
Eureka, CA 95501
707.268.2680

Humboldt Bay Trail corridor between Arcata and Eureka, CA
Arcata, CA

Alta experience

Bicycle and Pedestrian Master Plan

City of Ukiah, CA

Alta Planning + Design developed a Bicycle and Pedestrian Master Plan for the City of Ukiah. The goals of the Plan were to identify the bicycle and pedestrian needs of the community and to develop a three-pronged strategy for implementing policies, programs, and projects that will create a more walkable and bikeable community.

Alta analyzed traffic and collision data, feedback from community outreach efforts, and past programs and plans to develop a list of project recommendations that guided Ukiah's bicycle and pedestrian planning and funding activities. Notably, in this Master Plan, Alta identified the priority of implementing the Northwestern Pacific Rail Trail project.

Contact:
Charley Stump
Planning & Community Development Director, City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482
707.463.6219

Northwestern Pacific Rail Trail Feasibility Study

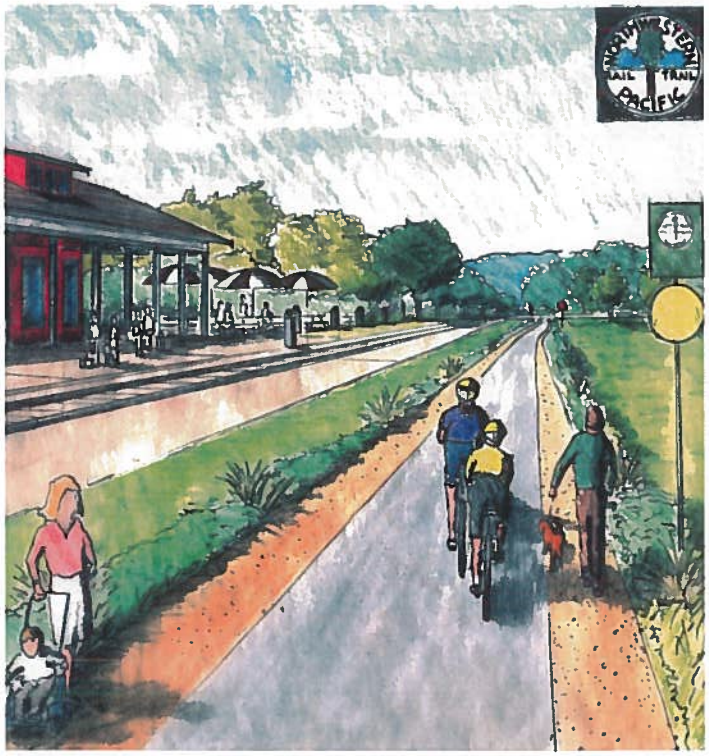
City of Ukiah, CA

Alta Planning + Design prepared a conceptual design for the Northwestern Pacific Railroad corridor immediately adjacent to Downtown Ukiah. This conceptual design was the first step in what is now the Northwestern Pacific Rail Trail project, serving as the initial study for the project on which our team is currently proposing.

This was an important trail project for the City, identified as a high priority implementation project in the City of Ukiah Bicycle Master Plan (a document that Alta also prepared; see above), forming the North-South spine of Ukiah's non-motorized transportation system.

Alta supported Ukiah in the City's effort to work with the State by preparing preliminary design and cost estimates for the approximately 1.5-mile rail-with-trail facility. In addition to identifying appropriate trail design solutions, roadway crossing treatments, and other best practices for the rail-with-trail, Alta assisted the Ukiah Planning Department to develop conceptual design plans and schematic sketches for some of the wider sections of the historic railroad right-of-way. One such section included an unused historic railroad depot with adequate acreage for a new city park and trailhead. The final study served as a vision document, enabling the City of Ukiah to pursue design and implementation funding, now obtained in the form of California BTA funds, and setting the stage for Phases 1 and now 2.

Contact:
Rick Seanor
City of Ukiah, Department of Public Works
300 Seminary Avenue
Ukiah, CA 95482
707.463.6282



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7. Exceptions

GHD is currently working for the City and is confident that we can agree to mutually beneficial contract language. In an effort to seek the most insurable language possible, the following proposed modifications to the City of Ukiah's draft professional services agreement are provided:

Section 6.2 Indemnification.

"...surviving the termination of this Agreement, to indemnify the City for ~~any~~ claim, cost or liability ~~that arises out of, or pertains to, or relates to any~~ **to the extent caused by** negligent act or omission..."

"...liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the ~~sole~~ negligence, willful misconduct or defects in design by the City~~, or arising from the active negligence of the City.~~"

"...as used herein includes the expenses of ~~defending against~~ **funding the defense of** a claim and the payment of any settlement or judgment arising out of the claim. Defense costs include ~~all~~ costs associated with ~~defending~~ **funding the defense of** the claim, including, but not limited to, the **reasonable** fees of attorneys, investigators, consultants, experts and expert witnesses, and litigation expenses."

"References in this paragraph to City of Consultant, include their officers, **and** employees~~, agents, and subconstractors~~.

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Agenda Item No.: 7f

MEETING DATE/TIME: 12/20/2017

PEAK ITEM NO: COU-246-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Approve Partial Retention Release for Contract 1516187 with Siri Grading & Paving for Specification 15-17 Grace Hudson Museum Landscape Improvements Project

DEPARTMENT: Community Services **PREPARED BY:** Mary Horger

ATTACHMENTS:

None

Summary: Council will consider the approval of partial retention release for Contract 1516187 with Siri Grading & Paving for Specification 15-17 Grace Hudson Museum Landscape Improvement Project.

Background: In April 2016, Council awarded a contract to Siri Grading & Paving in the amount of $1,115,512.50 for Specification 15-17 Grace Hudson Museum Landscape Improvements, which was part of the Grace Hudson Nature Education Facility Project. This project is funded through a Proposition 84 grant, in tandem with the Ts'iwish Stormwater Garden area funded by the Habitat Conservation Fund grant and the Cleveland Lane Drainage Special Project Reserve Fund.

Discussion: As of December 2017, the project is 98% complete. All that remains are a few punchlist items. There is, however, one pending change order that is in the works, which will be for adding a sidewalk in front of

RECOMMENDED ACTION: Approve partial retention release for Contract 1516187 with Siri Grading & Paving for Specification 15-17 Grace Hudson Museum Landscape Improvements Project.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 1516187

COORDINATED WITH: Tami Bartolomei, Community Services Administrator

Approved: Sage Sangiacomo, City Manager

the Museum, as Council had previously requested. It is anticipated that staff will be bringing this to Council for approval at the January 17, 2018 Council meeting. In the meantime, Siri Grading & Paving is requesting early partial release of retention, which represents 2.5% of the total contract amount (half of the total retention amount) or approximately $25,500. Staff believes this to be a reasonable request, given the unexpected time extension to the project due to weather, and the anticipated change order for the sidewalk work.

It is therefore Staff's recommendation to approve the early release of half the retention amount, or 2.5% of the total contract amount, to Siri Grading & Paving. The balance of the retention will be processed once the Notice of Completion is filed with the County Recorder and 45 days have passed, which we anticipate happening in late Spring 2018.

There are no Attachments to this Agenda Item.

Agenda Item No.: 7g

MEETING DATE/TIME: 12/20/2017

PEAK ITEM NO: COU-244-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Approve Contract Amendment with Ukiah Waste Solutions for Biosolids Removal at the Waste Water Treatment Plant

DEPARTMENT: Water Resources **PREPARED BY:** Mary Horger

ATTACHMENTS:

Attachment 1 - Contract 1516143 - Biosolid Removal

Attachment 2 - Draft Amendment 1

Summary: Approve contract amendment with Ukiah Waste Solutions for Biosolids Removal at the Waste Water Treatment Plant.

Background: The City of Ukiah's Wastewater Treatment Plant treats and processes approximately 1,600 tons of biosolids annually. Biosolids produced at the treatment plant facility are treated to meet Class "B" requirements per EPA 40 CFR, 503. Biosolids are dewatered on a belt filter press with solids content 18% or greater. The biosolid hauling services consist of leaving a trailer or drop box at the treatment plant to allow loading at staff's convenience. When the container is full, the contractor is called to remove and route the biosolids to an accepting, pre-approved disposal site.

Discussion: On December 16, 2015, Council approved a two-year contract with Ukiah Waste Solutions for the removal of biosolids at the Waste Water Treatment Plant (please see Attachment #1 for copy of the contract).

RECOMMENDED ACTION: Approve contract amendment with Ukiah Waste Solutions for Biosolids Removal at the Waste Water Treatment Plant.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 84024425.52100: $85,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: COU No. 1516143

COORDINATED WITH: Sean White, Water Resources Director

Approved: Sage Sangiacomo, City Manager

The contract pricing was set at $48 per ton. This was a result of a bidding process, where only two bids were received, with the next lowest bidder coming in at $77.00 per ton. Total spent to date against this contract is $154,562.88, which equates to hauling approximately 3220 tons of biosolids. This contract expires at the end of this month.

Staff would like to amend the current agreement for a one-year term, with an increased price of $2.00 per ton, which represents a 4% increase. It should be noted that Ukiah Waste Solutions was the incumbent hauler prior to the 2015 award, and was charging $48.00 per ton at that time as well. Staff feels that this increase is reasonable.

It is Staff's recommendation to amend the contract with Ukiah Waste Solutions for an additional one-year term at the unit price of $50.00 per ton (Attachment #2).

Funds for this purchase are included in the Fiscal Year 17-18 Adopted Budget in account 84024425.52100.

Attachment 1

CONTRACT

Contract number must appear on all invoices

CITY OF UKIAH

SUBMIT DUPLICATE INVOICES
TO: ACCOUNTS PAYABLE
300 SEMINARY AVENUE
UKIAH, CA 95482
ACCTS. PAYABLE: (707) 463-6230
PURCH. DEPT: (707) 463-6233
PURCH. FAX: (707) 463-6234

CONTRACT NO. 1516143

PAGE 1 OF 1

DATE: 12/30/15

VENDOR:

UKIAH WASTE SOLUTIONS
PO Box 60
Ukiah, CA 95482

SHIP TO:

CITY OF UKIAH - WWTP
300 Plant Road
Ukiah, CA 95482

FOB: Ukiah

ACCOUNT	ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	1	3200 Tons (Approximate)	BIOSOLID CONTRACT - 2 YEAR CONTRACT UNIT PRICE CONTRACT INVOICING WILL BE BASED ON ACTUALS. TERM: 1/1/2016 THROUGH 12/31/2017. Approved by City Council: 12/16/15 As per Bid Opening: 12/10/15	$ 48.00	

SUBTOTAL	0.00
TAX:	
TOTAL:	$0.00

Attachments listed below are included as part of the contract.

No other terms and conditions will be accepted unless agreed to and signed by both parties

Attachments: Terms & Conditions
BID DOCS

APPROVED BY: 12/30/15
MARY HORGER, PURCHASING SUPERVISOR | DATE

ACCEPTED BY: 12/30/15
BRUCE MCCRACKEN, V.P., UKIAH WASTE SOLUTIONS | DATE

VENDOR'S COPY

1. GENERALLY. These Terms and Conditions of Sale ("Terms and Conditions") apply to all purchases by City of Ukiah. (Referred to as "Buyer"). The supplier of goods and services under this transaction is herein referred to as "Seller". The goods or service purchased are referred to as the "Purchase."

2. TERMS EXCLUSIVE. Buyer will order the goods or services described herein only upon the terms and conditions contained herein. Seller's acceptance of this order shall occur either through commencement of performance under this order or acknowledgment of this order. By accepting this order, Seller waives all terms and conditions contained in its quotation, acknowledgment, invoice or other documents which are different from or additional to those contained herein and all such different or additional terms and conditions shall be null and void. SELLER MAY NOT CHANGE MATERIAL OF MANUFACTURE, SOURCES OF SUPPLY, MANUFACTURING PROCESS OR LOCATION WITHOUT THE PRIOR WRITTEN CONSENT OF BUYER.

3. INSPECTION. All goods shall be received subject to Buyer's inspection and rejection. Defective goods and goods otherwise not conforming to this order shall be held for Seller's instruction and at Seller's risk, and if Seller so directs, shall be returned at Seller's expense. No defective goods shall be replaced without a new purchase order. Payment by Buyer shall not be construed as an acceptance of goods. Buyer may return to Seller any non-defective, excess goods within thirty (30) days of receiving them.

4. CHANGES. City may make changes within the general scope of this order in drawings and specifications for specially manufactured supplies, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of this order, an equitable adjustment in the price or delivery or both must be made. No change by Seller is allowed without City's written approval. Any claim by Seller for an adjustment under this section must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless City waives this condition in writing. Nothing in this section excuses Seller from proceeding with performance of the order as changed.

5. TERMINATION. City may terminate this order at any time, either verbally or in writing, with or without cause. Should termination occur, City will pay Seller as full performance until such termination the unit or pro rata order price for the performed and accepted portion of the Purchase. City may provide written notice of termination for Seller's default if Seller refuses or fails to comply with this order. If Seller does not cure such failure within a reasonable time period, or fails to perform the Purchase within the time specified (or allowed by extension), Seller will be liable to City for any excess costs incurred by City.

6. TIME EXTENSION. Time is of the essence City may extend the time for completion if, in City's sole determination, Seller was delayed because of causes beyond Seller's control and without Seller's fault or negligence. In the event delay was caused by City, Seller's sole remedy is limited to recovering money actually and necessarily expended by Seller because of the delay; there is no right to recover anticipated profit.

7. REMEDIES CUMULATIVE. City's rights and remedies under this order are not exclusive and are in addition to any rights and remedies provided by law.

8. TITLE. Title to materials and supplies purchased under this order pass directly from Seller to City upon City's written acceptance following an actual inspection and City's opportunity to reject.

9. PAYMENT. City will pay Seller after receiving acceptable invoices for materials and supplies delivered and accepted or services rendered and accepted. City will not pay cartage, shipping, packaging or boxing expenses unless specified in this order.

10. INDEMNIFICATION. Seller agrees to indemnify and hold harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of the Purchase or the order, or their performance. Should City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the Purchase or order, or their performance, Seller will defend City (at City's request and with counsel satisfactory to City) and indemnify City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "City" includes City's officers, elected officials, and employees. This paragraph 9 will survive termination of this order. The requirements as to the types and limits of insurance coverage to be maintained by Seller, and any approval of such insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Seller pursuant to this order, including, without limitation, to the provisions concerning indemnification.

11. WARRANTY. Seller agrees that the Purchase is covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar supplies or services, or such other more favorable warranties as is specified in this order. Warranties will be effective notwithstanding any inspection or acceptance of the Purchase by City.

12. ASSIGNMENT. City may assign this order. Except as to any payment due under this order, Seller may not assign or subcontract the order without City's written approval. Should City give consent, it will not relieve Seller from any obligations under this order and any transferee or subcontractor will be considered Seller's agent.

13. INSURANCE. Seller must provide the insurance indicated on the face sheet of this order.

14. PERMITS. Seller must procure all necessary permits and licenses, and abide by all federal, state, and local laws, for performing this order.

15. INDEPENDENT CONTRACTOR. City and Seller agree that Seller will act as an independent contractor and will have control of all work and the manner in which it is performed. Seller will be free to contract for similar service to be performed for other employers while under contract with City. Seller is not an agent or employee of City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides for its employees. Any provision in this order that may appear to give City the right to direct Seller as to the details of doing the work or to exercise a measure of control over the work means the Seller will follow the direction of the City as to end results of the work only.

16. WAIVER. City's review or acceptance of, or payment for, work product prepared by Seller under this order will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Seller's performance. A waiver by City of any breach of any term, covenant, or condition contained in this order will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this order, whether of the same or different character.

17. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Mendocino County.

REQUEST FOR BID

BIOSOLIDS REMOVAL
CITY OF UKIAH WASTEWATER TREATMENT FACILITY
December 2015

The City of Ukiah invites bids to furnish all labor, equipment, transportation and services necessary for the pick-up and disposal of class "B" Biosolids produced and stored at the City of Ukiah Wastewater Treatment facility located at 300 Plant Road, Ukiah, CA 95482.

Bids will be received until 5:00 p.m. on December 10, 2015 at the office of the Purchasing Supervisor, Mary Horger, 411 West Clay Street, Ukiah, CA 95482. Phone: (707) 463-6233.

BIDS MUST BE SIGNED. Bids may be faxed, mailed, emailed, or hand delivered. Fax number to send to: (707) 313-3621. Email address to send to: mhorger@cityofukiah.com

Quantities shown are approximate and in no way obligate the City of Ukiah to provide the full amount specified. Bidder guarantees unit price if fewer units are provided.

INSTRUCTIONS TO BIDDERS

In determining and evaluating the best bid, the prices will not necessarily be controlling element; methods of disposal, efficiency, the type and frequency of Laboratory Analyses required by disposal sites, experience with the transportation and handling of Biosolids, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant factors. Contractors shall be required to provide the information requested under Work Performance History Capability. This information will be a critical part of the bid evaluation and award. Failure to provide this information may be sufficient reason to declare the bid non-responsive.

INSURANCE

Contractor shall submit to the City, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under insurance requirements. (2 pages attached.)

It is highly recommended that contractors confer with their respective insurance carriers or brokers the availability of insurance certificates and endorsements as prescribed and provided herein. If an awarded contractor fails to comply with the insurance requirements, that contractor may be disqualified from contract. If you have questions regarding the City's requirements, please contact the City's Risk Manager at 707-463-6287.

LICENSE REQUIREMENTS

Bidder/Contractor must possess City of Ukiah business license. For information contact Kathy Norris at 707-463-6202, Finance Department. Bidder shall provide proof of possession of the proper licenses and certificates of registration necessary to perform the work. Employees actually performing the tasks shall provide proof of proper certificates of registration for same. Where subcontractors are used, bidder shall provide the City with proof of proper licenses, certificates and proof of insurance for work performed.
The following requirements shall be included as a part of every bid:

1) COMPLIANCE WITH LAWS & REGULATIONS: All equipment, transportation and disposal services furnished pursuant to these specifications shall be in compliance with the laws and regulations of the State of California, Department of Transportation, U.S. EPA and OSHA. The contractor shall, if requested by the City, supply certification and evidence of such compliance.

2) LEGAL REQUIREMENTS & PERMITS: The contractor agrees to fully comply with all local, City, State and Federal laws, regulations and ordinances governing performance of contractual services required hereunder, and it will be the responsibility of the contractor to obtain any and all necessary licenses, permits and/or clearances. Any costs incurred by the contractor to obtain these licenses, permits or clearances, including the actual cost of licenses, permits or clearances are the responsibility of the contractor.

SPECIFICATIONS:

Biosolids produced at the Treatment Facility, are treated to meet Class "B" requirements per EPA 40 CFR, 503. Biosolids are dewatered on a Belt Filter Press with a solids content ranging from 23 to 26 percent.

- Requires trailer or drop box to be left at Treatment Plant to allow loading at Staff's convenience.
- Trailer or drop box to be picked up with 72 hours of notification. (Weekends and holidays excluded.)
- Requires year round disposal.
- All prices quoted at a Per/Ton rate.
- All disposals of Biosolids shall be in a manner in which the City of Ukiah will receive recycling credit, i.e. beneficial use, land application, composting, reforestation, alternative daily cover and cap.
- Bidder must declare the methods and disposal sites to be used at time of bid.
- Bidder to supply route maps to disposal sites for approval prior to award of bid. These disposal sites and routes may not be changed during the time the contract is in force unless mutually agreed upon by both parties. (Driver on an emergency basis may vary routes.)
- Bidder shall provide monthly reports showing tonnage and disposal sites, plus an annual report showing all information as required by U.S. EPA for class "B" Biosolids.
- Bidder shall use best management practices for transportation and disposal of Biosolids, i.e. cover loads when applicable, dust control measures, safe handling practices.
- For beneficial use, the Contractor(s) are required to comply with USEPA 40CFR part 503 standards. The Contractor shall be required to provide all associated approved Federal, State, and Local regulatory permits for all hauling, processing, and beneficial use activities identified in the scope of work. Permits shall accommodate the hauling of all biosolids quantities specified herein, throughout the entire term of the contract. All costs associated with obtaining the required permits and related testing, monitoring, and record keeping, shall be borne by the contractor and shall be considered part of the proposed compensation for services.
- During the course of this contract, the Contractor shall be aware and in compliance with existing, revised, and new Federal, State, and Local rules and regulations covering its activities in connection with this work. Changes in regulations or practices necessitated by any revision in rules and regulations shall be brought to the attention of the City sufficiently in advance of their implementation. Changes in regulations shall not constitute justification for contract amendments, additional compensation, or relaxation of the responsibility of the Contractor to provide the required services.
- All necessary permits for each beneficial use and landfill site shall indicate that such sites can receive dewatered biosolids with a solids content of 18% or greater must be obtained and submitted to the City as part of the bid documents. The Contractor must obtain City approval, in writing, to haul to the proposed site for which the required documentation has been submitted.
- City personnel shall be permitted to inspect the Contractor's beneficial use and landfill site(s), at any time and without prior notification to the Contractor.
- During the course of this contract the Contractor shall at all times have sufficient capacity (including land and/or processing facilities) for handling and disposing of up to nine hundred (1800) wet tons per year.

While the City makes no guarantees of quantities available for disposal, for estimating purposes the amount of daily production of biosolids is approximately 133 tons per month.

BIOSOLIDS REMOVAL PROPOSAL

In the event of a discrepancy in figures on the proposal form, the unit price (in tonnage) shall prevail for calculations made to obtain total prices.

Contract will be awarded to the overall lowest bidder.

ONE YEAR PRICING	Estimated Yearly Quantity	Per Ton Unit Price
Biosolids Daily Production	1600 Tons	$ 48.00

TWO YEAR PRICING	Estimated Yearly Quantity	Per Ton Unit Price
Biosolids Daily Production	1600 Tons	$ 48.00

The City will decide on going with either one year or two year pricing at time of award. Those firms wishing to respond must provide bid(s) based upon the terms and conditions as provided by the City of Ukiah. Bids must be signed by an authorized member of the firm to be considered as a valid bid.

The City of Ukiah reserves the right to accept or reject any or all bids and waive any irregularities. In case of default, the City of Ukiah may procure the items quoted on from other sources and hold the original bidder liable for any increased costs. In submitting the above, the bidder agrees that acceptance of any or all quotations by the City of Ukiah within 30 days constitute a contract.

Contractor agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnity, hold harmless and release the City, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities, or costs of litigation that may be asserted by any person or entity, arising out of or in connection with the negligent or willful misconduct in the performance by contractor hereunder, whether or not there is concurrent, passive or active negligence on the part of the City, but excluding liability due to the sole active negligence or willful misconduct of the City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under Workmen's Compensation acts, disability benefits acts or other employee's benefits acts.

Contractor shall be liable to the City for any loss or damage to City property arising from or in connection with Contractor performance hereunder. The undersigned acknowledges that this document, together with the Contractor's Proposal, the resulting purchase order issued by the City, the insurance requirements for contractors, and the Contractor Statement Regarding insurance coverage comprise a written agreement between the Contractor and the City binding on both parties.

Signed and accepted by, (check one)

____ Individual Owner ____ Partnership __X__ Corporation ____ Other

Legal Name of Contractor Ukiah Waste Solutions, Inc.

Address of Contractor P.O. Box 60 Ukiah, CA 95482

Tax ID# 26-0295144 Phone #: 707-234-6400 Fax #: 707-234-6404

By: _____ Date 12/8/2015
Signature

Print or Type Name: Bruce McCracken V.P.
Title

REQUIRED DATA

WORK PERFORMANCE

HISTORY AND CAPABILITY: Contractors shall provide the name, locations and a narrative statement on the work performed for minimum of two (2) contracts during the past five (5) years. A short resume on the general history and experience of the contractor's organization shall be provided.

PERFORMED		WORK
1. COMPANY NAME:	Ukiah Wastewater Treatment Facility	Grit Hauling, Screenings Hauling
CONTACT:	Tim Erickson	Biosolids Hauling
ADDRESS:	300 Plant Road	
	Ukiah, CA 95482	
PHONE:	707-463-6280	
2. COMPANY NAME:	Susanville Consolidated Sanitary District	
CONTACT:	Randy Ohern	Biosolids Hauling
ADDRESS:	45 S. Roop Street	
	Susanville, CA 96130	
PHONE:	530-310-3864	
3. COMPANY NAME:	Highlands Water	
CONTACT:	Chrissy Russell	Screenings Hauling
ADDRESS:	14774 Hillcrest Ave.	
	Clearlake, CA 95422	
PHONE:	707-994-2393	
4. COMPANY NAME:	California Water Service	
CONTACT:	Clay	Screenings Hauling
ADDRESS:	6125 Hwy 20	
	Lucerne, CA 95458	
PHONE:	707-274-6624	

CONTRACTOR STATEMENT
REGARDING INSURANCE COVERAGE
(To be submitted with bid.)

CONTRACTOR HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified in the Request for Proposal for:

BIOSOLIDS REMOVAL

Should we/I be awarded the contract, we/I certify that we/I can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agree to name the **City of Ukiah as Additional Insured** for the work specified. And we/I will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, before commencing the performance of the work specified.

Ukiah Waste Solutions, Inc.
Please Print (Person, Firm, or Corporation)

Signature of Authorized Representative

Bruce McCracken Vice-President
Please Print (Name & Title of Authorized Representative)

12/8/2015 707-234-6400
Date Phone Number

Already on file with City.

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

A. Insurance Services Office Commercial **General Liability coverage** (Form No. CG 20 10 10 01 and Commercial General Liability – Completed Operations Form No. CG 20 37 10 01).

B. Insurance Services Office form number CA 0001 (Ed. 1/87) covering **Automobile Liability**, code 1 (any auto).

C. **Worker's Compensation** insurance as required by the State of California and Employer's Liability Insurance.

II. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

A. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage **including operations, products and completed operations.** 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. Insurance must be written on an occurrence basis.

B. Automobile Liability: $1,000,000 per accident for bodily injury and property damage. Insurance must be written on an occurrence basis.

C. Worker's Compensation Employer's Liability: $1,000,000 per accident for bodily injury or disease.

III. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees and volunteers; or the Contractor to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses; or to approve the deductible without a guarantee.

IV. REQUIRED Insurance Provisions

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

A. The City, its officers, officials, employees, and volunteers are to be covered as **ADDITIONAL INSURED** with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment, furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

B. **The workers' compensation policy is to be endorsed with a waiver of subrogation.** The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City. NOTE: You cannot be added as an additional insured on a workers' compensation policy.

C. For any claims related to this project, the Contractor's insurance coverage shall be **primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

10

D. Each insurance policy required by this clause shall be endorsed to state that coverage shall **not be canceled** by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

E. **Note: (This protects the Contractor)** -Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of Civil Code.

V. **RATING - Acceptability of Insurers**

Insurance is to be placed with admitted California 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.

VI. **Verification of Coverage**

Contractor shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on **forms provided by the City.** If endorsements are on forms other than the City's forms, those endorsements or policies must provide coverage that is equivalent to or better than the forms requested by the City. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

VII. **Subcontractors**

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

If you have questions regarding our insurance requirements contact:

Risk Manager
(707) 463-6287 FAX (707) 463-6204

Attachment 2

CITY OF UKIAH

AMENDMENT NO. 1
TO
CONTRACT #1516143
BETWEEN
NHA ADVISORS, LLC and THE CITY OF UKIAH

This Amendment No. 1 entered on _____, revises the Contract for Biosolid Removal dated December 30, 2015, between the City of Ukiah and Ukiah Waste Solutions, as follows.

1. Contract price: Unit price will be revised from $48.00 per ton to $50.00 per ton.
2. Contract Term: Contract term has been extended to December 31, 2018

Except as expressly amended by this Amendment, all other terms remain unchanged and in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDMENT ON THE EFFECTIVE DATE:

UKIAH WASTE SOLUTIONS

BY: _____ DATE: _____

PRINT NAME: _____

CITY OF UKIAH

BY: _____ DATE: _____
SAGE SANGIACOMO, CITY MANAGER

ATTEST

BY: _____ DATE: _____
KRISTINE LAWLER, CITY CLERK

DRAFT

Agenda Item No.: 11a

MEETING DATE/TIME: 12/20/2017

PEAK ITEM NO: COU-231-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Continuation of Consideration of Proposal to Adjust Solid Waste Rates; Continue the Public Hearing on the Proposed Adjusted Rates; Adoption of Resolutions Establishing Adjusted Rates; Approval of Corresponding Amendments to the Agreements for Curbside Collection and Ukiah Transfer Station Operations; and Authorize the Implementation of an Income Qualified Senior Assistance Program for Curbside Service.

DEPARTMENT: Finance **PREPARED BY:** Daniel Buffalo

ATTACHMENTS:

Attachment 1 - Resolution Adopting Transfer Station Tipping Fees
Attachment 2 - Resolution Adopting Solid Waste Collection Rates
Attachment 3 - Income Statement Analysis 12-20-17
Attachment 4a - Collection Agreement 121417 - CLEAN
Attachment 4b - Exhibit B to_UWS_Waste_Collection Contract.121317.v2.clean 002
Attachment 4c - Exhibit C UWS 2018 Final Exhibit C Dec 14, 2017
Attachment 4d - Wood Green Exhibit D
Attachment 4e - Exhibit E - UWS Rate Schedule 2018
Attachment 5 - Addendum Two to TSA
Attachment 6 - Red line copies of Collection Agreement and Exhibit B

Summary: The Council will consider an adjustment to solid waste rates for the Ukiah Transfer Station and

RECOMMENDED ACTION: Consideration of proposal to adjust solid waste rates, continuation of a public hearing on the proposed adjusted rates, adoption of resolutions establishing adjusted rates, approve the corresponding amendments to the agreements for Curbside Collection and Ukiah Transfer Station Operations and authorize the implementation of an income qualified senior assistance program for curbside service.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager; Tim Eriksen, City Engineer/Public Works Director

Approved: Sage Sangiacomo, City Manager

curbside collection, and hold a public hearing to allow for direct communication of rate payers with the Council over the proposed adjusted rate schedule. The Council will also consider corresponding amendments to the agreements for Curbside Collection and Ukiah Transfer Station Operations. In addition, the Council will consider authorization for the implementation of an income qualified senior assistance program for curbside service.

Background: In 2016, the City Council adopted a new rate schedule for curbside solid waste collection and the Ukiah Transfer Station. Market conditions, however, have changed considerably, altering the financial model used to support solid waste collection, processing, disposal and recycling. The City's contract franchise hauler, Ukiah Waste Solutions, and transfer station operator, Solid Waste Systems, Inc. (collectively herein referred to as "Company") requested of the City a review of the current state of the market and submitted to it a proposal to address foreseen challenges. City management, working with the solid waste Ad Hoc committee (Ad Hoc) of the City Council (Brown/Mulheren), met with representatives from both firms on multiple occasions to review the evolving conditions in the recycling market, labor market, escalating equipment costs and the inability of the current CPI index used to adjust for inflation to keep up with the relevant economic environment for solid waste service, and evaluate the potential impacts to the Company and ratepayers. The result of those meetings is a recommendation by the Ad Hoc for Council to review and consider changes to the contracts with the Company as well as modifications of the current rate schedules for curbside solid waste collection and transfer station operation. As a requirement of Proposition 218. The City, in establishing revised rates for the mandatory collection of residential solid waste, must notify customers of the proposed rates, provide a period of time for them to submit written protests, and hold a public hearing to receive potential protests from affected rate payers and comments from the community.

Discussion: UPDATE FROM MEETING OF DECEMBER 6, 2017:
During the Public Hearing on this item December 6, 2017, the Council directed staff to return with information on the following items:

1. Review of CPI index to determine what other cities are using the index and whether it is appropriate to put a cap on the index.
Comments: Following Council's request, staff performed a reasonable and diligent search of other jurisdictional use of CPI as an inflationary index for solid waste rates adjustments. This search included an internet search of local jurisdictions as well as a listserve request for information of California government finance officers. Results were mixed. The primary indices used from the survey include CPI-u San Francisco-Oakland-San Jose; CPI-u All Urban Consumers, All Cities; and "Water and sewer and trash" CPI, a subset of the CPI-u all Urban Consumers, All Cities. Further information will be presented by staff at and/or prior to the meeting.

2. What is the access rate?
Comments: The solid waste access rate is a charge that all City residential utility customers pay that opt out of using the solid waste services. The access rate is being adjusted from $5 to $10. This rate is being adjusted to reflect the true cost to have the service immediately available to the customer, to encourage participation so that proper diversion and disposal takes place. This rate exists to achieve the objectives of removing material from each residential property, which are to avoid health problems, avoid rodent infestation, avoid nuisance odors, protect resale property values, and comply with State of California mandated diversion rates. This information has also been made available on the webpage for the solid waste adjustment.

3. Provide information regarding the continuance of this item on social media, a press release, and on the website; and to provide contact information for additional questions that the public may have.
Comments: Staff will report on efforts to make this information available, which include posting to the City's website, Facebook page, and other media outlets. For additional information and with any questions regarding this proposal, the Finance Director's information has been made available (Dan Buffalo, Finance Director -

dbuffalo@cityofukiah.com - 707-463-6220).

4. Expand the contract with the hauler to include an expanded educational outreach plan.
Comments: Section 5.14 below is the Outreach and Public Education section of the Contract. Staff is including this information here as it is amended in the Contract to make it clear what has to be performed by the company.

5.14 Outreach and Public Education.
(a) Company shall execute a public awareness campaign for recycling by Residential and Commercial Customers, which will include an up to date Web Site that includes educational information, a business waste reduction program, a school Recycling program and a flyer in Company's billing statements (or posted on Company's website) not less than every six months. City shall provide Company with free space at all City-sponsored events to promote the campaign. Additional activities shall be available at additional cost by mutual agreement of the parties.

Company shall also provide each new Customer with a packet of information regarding the curbside Recycling and Green Waste programs, and, if in effect, a Food Waste program, as well as information cards to be used in the event that a Customer places materials out for Recyclables, Green Waste or Food Waste collection that are not acceptable as set forth in this Agreement. Such card shall be left with the Customer's container or bin and shall inform the Customer why the materials were not picked up.

The contract shall include the following: (b) No later than September of each year, the Company shall propose to the City Manager an annual public awareness plan for the ensuing calendar year which shall detail the Company's proposals for increasing the customers' proper use of the Recyclables and Green Waste containers provided pursuant to Section 5.7, including the required condition of the materials deposited in those containers. At the same time, the Company shall submit a report to the City Manager detailing the Company's implementation of the plan approved for the current year. The City Manager or his or her designee may work with the Company to improve the plan and shall place the plan and the Company's report on a City Council meeting agenda for review by the City Council.

5. What enforcement is currently in place, explore alternatives, and provide existing enforcement statisitcs.
Comments: Under the contract and UCC Sec. 4474 the hauler can refuse to empty the blue or green bins, if they contain material that is not recyclable. It can leave a card explaining why the material was not picked up and what the customer must do to get it removed. That is the only remedy under the existing City Code. The City could adopt an ordinance penalizing a persistent failure to properly dispose of recyclables by imposing a fine or making it a crime. The burden and cost of enforcement is the primary impediment.

Company has tagged 1,371 carts for contamination this year. There has been a steady increase in the last 12 months. Carts are tagged by the route drivers when they see contamination in the recycle (blue) can or the Mixed Organic (green) can. In addition to the daily tags by the driver the operations staff perform quarterly route audits for contamination checks. The tag is placed on the container and the administration office logs the tag and mails the customer a "contamination" package which contains educational material and the results of continuing to contaminate the blue or green can. The customer also receives a phone call. If the customer gets as second tag the same process is followed for the first tag. In addition, the customer is warned that the next time this happens the blue or green can will be removed. If the Customer gets a third tag the can is removed. The customer is again contacted and if they seem to understand the issue of contamination the can is returned.

6. Provide an analysis of the cost difference between a 20 and 32 gallon container.
Comments: Staff performed an extended analysis of the Company's financial statements submitted to the City as part of this proposal. That analysis has been added to the supplemental folder on the City's web page for the solid waste adjustment, found here:

http://www.cityofukiah.com/rate-restructure-notices/

It can also be found attached here as Attachment 3.

7. Explain the use/non-use of the 10 gallon can.
Comments: Currently there are no 10-gallon cans offered and available to City residents (a few existing 10 gallon containers remain in use). 20-gallon cans are used with either an insert to limit the amount of capacity volume, a line drawn inside the can indicating a fill limit for 10 gallons, or no apparatus at all with the implied expectation of the customer to not fill the 20-gallon can with more than 10-gallons of refuse.

8. Move forward with the low income senior subsidy program to come forward as a separate agenda item including a budget amendment.
Comments: Implementation plans are currently under development, including methods of marketing the program to any eligible low-income senior who may or may not be enrolled in the City's Public Benefit Electric Utility Program. Those who are enrolled in the Electric Public Benefit Plan will be enrolled automatically in the proposed solid waste program. If direction is given by Council, the program will be implemented along with the rate adjustments.

9. Bring back amended agreements(s) with the hauler.
Comments: Both the Curbside Collection Agreement and the Ukiah Transfer Station Agreement have been amended to align with this rate adjustment proposal. Both have been included as attachments to this report and can be found in the supplemental folder on the City's web page for the solid waste adjustment, found here:

http://www.cityofukiah.com/rate-restructure-notices/

Principal tenets of the amendments are the following. Attachment 6 includes documents that have been revised and presented in a red line format for Council to see what has been changed. Attachments 4 and 5 are clean copies.

Waste Collection Contract changes (see Attachments 4a-e):

Section 3 is amended to make the term of the agreement the same as the Transfer Station Agreement and the Transfer Station lease. With the change, all three agreements are extended to December 31, 2031. UWS has an option to extend the term for five years to December 2036, if certain conditions are satisfied. The intent to make the terms the same is currently expressed in both the waste collection and transfer station agreements. The Transfer Station Agreement was extend in Addendum One adopted last year but corresponding changes to the Waste Collection Contract, last revised in 2015, were not made when the Transfer Station Agreement was amended.

Sections 5.11(b) and 6.2(a) and Exhibit B (The Recyclables agreement between PRS which operates the MRF and UWS) are amended to provide that PRS will pay for recyclables delivered by UWS to the PRS MRF, when the composite market value of Recyclables is $155 or more. UWS will pay a gate fee to PRS to accept Recyclables, when the composite market value is below $105. There will be no payment to or from either party, if the composite market value is between $115 and $154.99. See Exhibit 2 to Exhibit B for a table showing the amounts to be paid, when payments are required.

Section 6.2(d)(i) and Section 3 of Exhibit B are amended to require PRS and UWS to provide documentation substantiating the change in the composite market value of Recyclables used to determine whether PRS pays UWS for Recyclables or UWS pays PRS to accept Recyclables.

Section 5.14 is amended to require presentation to the City Council of an annual plan to increase recycling and to report on the implementation and results of the prior year's plan.

4

Section 6.2(a) and Exhibit C are amended to change the cost of living index from the CPI-U, All Cities Average, to the CPI-San Francisco-Oakland-San Jose.

Section 6.4 is amended to start the five years for the next five year rate review from Jan. 1, 2018, making the next review commence in April 2021 for a rate change effective January 1, 2022.

Transfer Station Contract changes (see Attachment 5).
The Transfer Station Agreement is amended to use the CPI-San Francisco-Oakland- San Jose.

Staff will present this information and additional discussion of the results of that effort to the Council through a PowerPoint presentation at the meeting. Following its presentation of additional analysis, staff encourages Council and the community to engage with and include in the discussion representatives of the solid waste company. The hauler will be available to directly address the reasons for their request for a change in the rate structure, increased and unanticipated costs the company faces, changes to the recycling market affecting the financial condition of the company, and any other elements of this proposal Council desires to explore.

ORIGINAL REPORT FROM DECEMBER 6, 2017:
A significant portion of the revenue stream for any solid waste service provider comes from recyclable materials. The Company, in presenting their request for City review of its proposed changes to its contracts and rate structures, cited a dramatic change to market conditions in recycling. Effectively, what once was a viable market for recyclables - driven by demand from China - has been, and continues to be, diminishing greatly. China has begun rejecting many recycling waste streams from the United States and elsewhere. Items such as hard plastic, packaging materials, and various paper products have been or soon may be rejected at port by Chinese firms.

In developing new rate structures adopted by Council in 2016, recycling revenue was a significant component. Revenue lost from changing market conditions may put significant strain on the Company's finances, putting into question its ability to continue effectively providing service to Ukiah. Further, changes to its cost structure – not anticipated in its operations when developing the current rate structure and operating agreements – may put even greater financial strain on the Company. Specifically, these changes to cost include the following:

- Increased demand for buyback services requiring additional personnel
- Increased drive and wait time at the Potrero landfill
- Additional federal and state maintenance regulations at the transfer station
- Additional regulatory reporting requirements requiring additional personnel
- Substantial rising costs in replacement equipment
- Processing costs as more recycling streams are rejected by China.

A cleaner, higher quality recycling stream for remaining recyclables is required. To respond to these challenges and ensure financial solvency in a changing market, the Company requested an across-the-board increase to rates at the transfer station and for all curbside collection. Their proposal asked for changes ranging from 2.82% to 11%, as well as a change to the inflationary index used for subsequent rate changes over the succeeding five years. The City expressed concerns with this request and asked for additional information from the Company. It was provided, and the City made it available on its website, http://www.cityofukiah.com/rate-increase-notices/.

City management evaluated the proposal, finding merit in it; however, the solutions offered by the Company were considered to be inequitable to the ratepayers. The primary arguments for change in the transfer station and curbside collection rates were unanticipated costs and market changes to recycling. The latter would affect certain ratepayers more than others. City management returned to the Company its comments and concerns.

Together, and working with the Ad Hoc, both parties revised the current rate structure that equitably applies to all residential and commercial ratepayers as well as those who choose to dispose of their solid waste directly at the transfer station.

From that, a compromised proposal was developed by the Company, supported by City management, and vetted by the Ad Hoc. It includes the following provisions:

1. Elimination of the 10- and 20-gallon residential can rate. Because of the limiting market with China, much of what is placed in the blue recycling may be diverted to the landfill in the future. Therefore, these can sizes might become insufficient for many customers to hold the actual waste produced, increasing the potential for contamination, increasing processing costs, and diminishing the final recyclables quality needed to market the material. Further, lost revenue from recycling activities – used to support a lower rate for 10- and 20-gallon cans – now effectively requires ratepayers of larger can sizes to subsidize the smaller can ratepayers, a potential violation of Prop 218.

The minimum rate for ratepayers using 10- and 20-gallon sizes would be the same as for those using a 32-gallon can. Those customers can keep their smaller can sizes or change them to the 32-gallon size at any time.

Further, upon subsequent review by the Ad Hoc, it is recommended that Council establish a low-income senior financial assistance program to aid existing 10 and 20-gallon customers with 50 percent (50%) the cost of the rate adjustment. Similar guidelines used to establish eligibility for the low-income senior Public Benefit discount program in the electric utility will be used for this new program. Any current electric customer receiving the senior low-income electric discount will automatically be enrolled. Electric Public Benefit program enrollment with trash service of 10 or 20-gallon cans is 91 accounts at present. The program will be funded by the general fund and is estimated to cost between $2,600 to $7,500 annually.

2. Increase the minimum charge for curbside collection from $5.25 to $10.00. Proper solid waste disposal is required in the City of Ukiah. This fee is intended to ensure service is available to all residential customers. The low-income senior discount program would apply to this adjustment as well.

3. Change the inflationary index used to adjust rates in subsequent years from the Bureau of Labor Statistic (BOL) All-Cities index to the BOL “Water, Sewer and Trash” index. This aligns future potential rate adjustments to an index that is more specific to solid waste collection and disposal activities.

4. Adjust transfer station rates by 5.80%. To offset increased costs mentioned earlier, additional buyback / gate house employee, increased cost to use the Potrero Hills landfill, escalating equipment costs, and operating BMP’s (see Attachment 1 for rate schedule).

5. Decrease the residential solid waste curbside collection rate 1% for 32-, 68-, and 95-gallon cans. This change is intended to ensure that costs are equitably applied to rate payers after elimination of the 10- and 20-gallon cans. This is a reduction to rates for these can sizes.

6. Increase yard bin rates. These are optional services. Increases are to align to market and ensure Company covers cost fully in providing this service.

7. Increase commercial accounts 5.83% across the board in order to account for lost revenues in the recycling market and increased costs mentioned earlier.

8. Add enclosure fee on commercial accounts with structures housing receptacles in order to offset costs of driver having to manually open enclosures and re-position dumpsters for collection. This service and fee are not mandatory, as businesses may choose to lock/unlock the structures themselves.

9. New recycle credit/surcharge in order to account for current market values of processed recycle materials.

10. Execute the existing five-year option in the current agreement with the Company and include another 5-year option. This is to align the agreement term with the Company for curbside collection with that of the transfer station lease.

11. Restart the five-year clock on the rates structure. Best practice in establishing rates under Prop 218 is to identify a five-year rate structure, account for potential changes related to inflationary factors and other concerns, and give the ratepayer sufficient notice to plan for such potential changes. Further, the Ad Hoc recommends amending the current agreements with the Company to include changes to the rate, options to extend, changes to the inflationary index used, and to strengthen language outlining the Company's requirements to provide marketing and educational materials and resources to customers regarding recycling and proper solid waste disposal.

All other provisions of the current agreements with the Company will remain in effect. Even after these proposed adjustments to rates (see Attachment 2), the curbside collection rates in the City of Ukiah would remain competitive to other similar communities, such as the unincorporated areas of the Ukiah Valley, Willits, Fort Bragg, Clearlake, and Lakeport. From a simple market analysis provided by the Company, a 32-gallon can customer in Ukiah would pay between 7 - 68% percent less than a customer in a neighboring community for the same service. The recommendation of the Ad Hoc is to approve this proposal as recommended by staff and, additionally, create a program to offer assistance to low-income seniors with existing 10 or 20-gallon cans that would pay for one-half to cost of the rate adjustment.

Customers were notified by mail of the proposed changes and given a 45-day "protest period" during which the City may receive written protests. Written protests may be submitted before or at this public hearing. They may be hand delivered, mailed to the City Clerk or personally submitted at the City Council meeting prior to the close of the Public Hearing. To be valid, protests must be in writing, state opposition to the proposed rate increase, and include the property owner's or customer's name and address, as well as the parcel number or address of the property served. Protests must be signed by the property owner or by the tenant directly responsible for payment of the fees subject to the proposed increase. Only one protest will be counted per parcel. While oral comments at the public hearing are welcome, those comments will not qualify as a valid written protest.

As of the date of this staff report (for December 6th), 75 protests have been received. All written protests received can be found here: https://cityofukiah.app.box.com/folder/40884007078. The threshold needed for protests to preempt a Council decision on the proposal is fifty percent plus one (a simple majority) of residential City parcels. Staff will continue to perform a validation process for each written protest.

7

RESOLUTION NO. 2017-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ADOPTING A REVISED RATE SCHEDULE FOR THE UKIAH TRANSFER STATION FOR FIVE-YEAR PERIOD COMMENCING JANUARY 1, 2018- DECEMBER 31, 2022

WHEREAS:

1. Solid Waste Systems of Ukiah, Inc. ("Company") operates a Transfer Station on Plant Road near Ukiah for the receipt and processing of solid waste ("Operations") from City of Ukiah ("City") and County of Mendocino franchised waste haulers and self-haulers, pursuant to the Second Amended and Restated Transfer Station Agreement ("Transfer Station Agreement"), dated October 7, 2015; and

2. Section 6.1 of the Transfer Station Agreement adopted rates ("Tipping Fees") for Operations, as described in Section 4. Section 6.2 provides for annual modification of Tipping Fees based on increases or decreases in the Consumer Price Index, the Fuel Index and Pass-through Costs. Pass-through Costs include the cost of disposing of solid waste received at the Transfer Station at a properly licensed solid waste landfill; and

3. Section 6.4 of the Transfer Station Agreement provides that every five years, beginning no later than April 2, 2016, for the rates effective on January 1, 2018, and every five years thereafter, the City shall conduct a review of the Tipping Fees to determine whether the automatic annual adjustments adequately account for the actual increases or decreases in the Company's reasonable operating costs; and

4. In conducting the five-year rate review the City may conduct such investigation as it deems appropriate and the Company must cooperate with that investigation which may include the inspection and copying of Company records and a Review or Audit of the Company's financial records by City retained Certified Public Accountant ("CPA"); and

5. In the Collection Agreement, the City and the Company have agreed that the five-year rate review shall be conducted in accordance with the procedures and standards in Proposition 218 (California Constitution, Article 13D, Section 6); and

6. The City staff and its retained CPA conducted an investigation they deemed appropriate, including a review of the Company's financial records and proposal for rate changes based on market conditions and increased costs; and

7. The results of the investigation and the staff's recommendations, including the data relied upon and the staff's analysis and recommendations, were summarized in the Agenda Summary Report for the City Council meeting on October 4, 2017, and have been publically available on the City's website at http://www.cityofukiah.com/rate-increase-notices/; and

8. This same information is deemed a "City Manager's Report" and recommendation pursuant to Ukiah City Code Section 3952; and

9. The proposed adjustments in the Transfer Station Rates are reflected as a Pass-through cost in the notice and rate schedule for the City's curbside waste collection rates which are scheduled for hearing on December 6, 2017; and

10. Forty-five (45) days prior to the hearing scheduled for December 6, 2017, the City has provided direct mail notice of the proposed curbside collection rates to every owner of property in the City, as listed on the Mendocino County tax records, and every customer of curbside waste collection services in the City; and

10. The City Clerk has published notice in the Ukiah Daily Journal of the proposed Tipping Fee adjustments in compliance with Ukiah City Code Section 3954; and

11. After conducting the hearing on December 6, 2017, and considering all of the evidence, statements and arguments presented during the hearings, the City Council determined that the proposed rate schedule, attached hereto as Exhibit A ("Initial Rate Schedule") provides reasonable rate adjustments which are fair to both the Company and the ratepayers;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ukiah hereby adopts the Initial Rate Schedule, as set forth in Exhibit A.

BE IT FURTHER RESOLVED that the rate schedule adopted by this Resolution shall be effective on January 1, 2018. All prior rate schedules in conflict herewith are repealed upon the effective date of the new schedule. All other contract conditions for service remain unaltered and in full effect and the City Clerk shall cause the publication of this resolution in the Ukiah Daily Journal within 10 days following Council action on December 6, 2017, pursuant to the provisions of Section 3957 of the Ukiah City Code.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ukiah on the 6th day of December 2017, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
_____, Mayor

ATTEST:

_____
Kristine Lawler, City Clerk

Solid Wastes Systems, Inc.
Transfer Station Rate Schedule
Effective Date January 1, 2018

Item		NEW 2018 Rate Rounded
MSW - Ton		$98.30
MSW - Yard		$21.90
Minimum Gate Fee - MSW	Up to 3 cans	$10.95
Per Can Rate - 32 gallon	After 3 cans	$3.65
Green Waste - Ton		$45.60
Green Waste - Yard		$6.65
Minimum Gate Fee - Green Waste		$6.55
Mixed Load - Additional Charge		$20.40
Appliances		$11.20
Oil Filters - Small		$0.40
Oil Filters - Medium		$0.70
Oil Filters - Large		$1.00
Concrete - Ton		$71.50
Dirt - Ton		$71.50
Sheetrock - Clean		$45.60
Sheetrock - Dirty		$71.50
Tires - Bicycle		$1.30
Tires - Motorcycle		$2.50
Tires - Passenger Car		$3.75
Tires - Passenger Car with Rim		$5.85
Tires - Truck		$7.90
Tires - Truck with Rim		$10.70
Tires - Tractor		47.10 - 356.40
E-Waste - Computers		No Charge
E-Waste - Monitors		No Charge
Scrap Metal		No Charge

RESOLUTION NO. 2017-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ADOPTING SOLID WASTE COLLECTION RATE SCHEDULE ADJUSTMENTS FOR FIVE-YEAR PERIOD COMMENCING JANUARY 1, 2018- DECEMBER 31, 2022

WHEREAS:

1. The City of Ukiah ("City") provides solid waste collection services to residents and businesses in the City through a First Amended and Restated Waste Collection Agreement ("Collection Agreement"), dated October 7, 2015, between the City and Ukiah Waste Solutions, Inc. ("Company"); and

2. Section 6.1 of the Collection Agreement adopted rates for the waste collection services described in Section 5 of the agreement and Section 6.2 provides for annual modification of those rates based on increases or decreases in the Consumer Price Index, the Fuel Index and Recycling Reduction and Pass-through Costs. Pass-through Costs include the cost of disposing of collected solid waste at the Ukiah Transfer Station; and

3. Section 6.4 of the Collection Agreement provides that every five years, beginning no later than April 2, 2016, for the rates effective on January 1, 2018, and every five years thereafter, the City shall conduct a review of the rates to determine whether the automatic annual adjustments adequately account for the actual increases or decreases in the Company's reasonable operating costs; and

4. In conducting the five-year rate review the City may conduct such investigation as it deems appropriate and the Company must cooperate with that investigation which may include the inspection and copying of Company records and a Review or Audit of the Company's financial records by City retained Certified Public Accountant ("CPA"); and

5. In the Collection Agreement, the City and the Company have agreed that the five-year rate review shall be conducted in accordance with the procedures and standards in Proposition 218 (California Constitution, Article 13D, Section 6); and

6. The City staff and its retained CPA conducted an investigation they deemed appropriate, including a review of the Company's financial records and proposal for rate changes based on market conditions and increased costs; and

7. The results of the investigation and the staff's recommendations, including the data relied upon and the staff's analysis and recommendations, were summarized in the Agenda Summary Report for the City Council meeting on October 4, 2017, and have been publically available on the City's website at http://www.cityofukiah.com/rate-increase-notices/; and

8. This same information is deemed a "City Manager's Report" and recommendation pursuant to Ukiah City Code Section 3952; and

9. At least forty-five (45) days prior to the hearing scheduled for December 6, 2017, the City has provided direct mail notice, a true and correct copy of which is attached hereto as Exhibit A, to every owner of property in the City, as listed on the Mendocino County tax records, and every customer of curbside waste collection services in the City; and

10. The City Clerk has published notice in the Ukiah Daily Journal of the proposed rate adjustments in compliance with Ukiah City Code Section 3954; and

11. After conducting the hearing on December 6, 2017, the City received _____ written protests to the proposed rate schedule, which was less than 50% of the affected property owners; and

12. After conducting the hearing on December 6, 2017, and considering all of the evidence, statements and arguments presented during the hearing and considering the written protests filed pursuant to Proposition 218, the City Council determined that the proposed initial rate schedule, attached hereto as Exhibit B ("Initial Rate Schedule") complies with Proposition 218 and that said rates provide reasonable rate adjustments which are fair to both the Company and the ratepayers;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ukiah hereby adopts the Initial Rate Schedule, as set forth in Exhibit B, subject to final consideration thereof at a hearing on December 6, 2017.

BE IT FURTHER RESOLVED that the rate schedule adopted by this Resolution shall be effective on January 1, 2018, unless otherwise ordered by the City Council on December 6, 2017. All prior rate schedules in conflict herewith are repealed upon the effective date of the new schedule. All other contract conditions for service remain unaltered and in full effect.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ukiah on the 6th day of December 2017, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
_____, Mayor

ATTEST:

_____
Kristine Lawler, City Clerk

City of Ukiah

NOTICE OF PUBLIC HEARING ON PROPOSED SOLID WASTE COLLECTION AND DISPOSAL SERVICE RATE SCHEDULE ADJUSTMENTS
(Please share this information with tenants)

Hearing Date & Time: December 6, 2017 at 6:15 p.m. or as soon thereafter as possible
Hearing Location: City of Ukiah, Council Chambers
300 Seminary Avenue, Ukiah, CA 95482

The City of Ukiah City Council ("City") will conduct a public hearing on December 6, 2017, on proposed increases in the monthly solid waste collection and disposal (solid waste) rates applicable to all parcels in the City of Ukiah, including the parcel for which you are shown as the property owner of record based on the County of Mendocino 2016/17 Secured Tax Roll, and/or at which you are shown as the customer billed for solid waste service. If adopted, the rate increases will be reflected on utility bills dated on or after January 1, 2018, and for bills issued on or after January 1, 2019, 2020, 2021, and 2022.

This Notice of Public Hearing provides information regarding the proposed rate adjustment to the City's solid waste collection and disposal service customers pursuant to the requirements of California Constitution Article XIII D Section 6 (commonly referred to as Proposition 218). The proposed rate adjustments will be presented to the City Council for consideration and possible adoption on December 6, 2017, commencing at 6:15 p.m. in the Council Chambers located at 300 Seminary Avenue. This notice also provides information on how rates are calculated, the reasons for the proposed rate adjustments, how customers can receive more information on the effect of the proposed rate adjustments on their solid waste collection and disposal service, and how to file a protest against the proposed rate adjustments. At the public hearing, the City Council will consider all written protests against the proposed fee or charge, and all other comments submitted in writing prior to the hearing or expressed during the hearing.

The Amount of the Fee Imposed on Each Parcel:
The proposed rates, as of January 2018, are outlined in the Schedule A below. During the next four years, including January 2019, January 2020, January 2021, and January 2022 the rates may increase or decrease based on the following changes to indexes and pass-through costs: (1) the percentage change in the Consumer Price Index, "Water and Sewer and Trash Collection Services" ("CPI") over the previous year June over June, (2) the percentage change, June over June of the previous year, in the Energy Information Administration Petroleum & Other Liquids index over the base year ending June 30, 2015, (3) any changes to the gate fee at the Ukiah Transfer Station, (4) any changes to costs paid by the franchisee to process recyclables, and (5) changes in regulatory fees, all in accordance with the Contract for Collection, Transportation and Disposal of Garbage, Refuse and Rubbish and Recycling of Recyclable Materials from within the City of Ukiah ("Waste Collection Contract") between the City and Ukiah Waste Solutions, Inc., a private company. After the January 2017 rate increase, the rates will automatically increase or decrease each year in accordance with the Waste Collection Contract, which will be available for inspection at the Civic Center.

The Reason for and Basis Upon Which the Fee Increase was Calculated:
Ukiah Waste Solutions (UWS), the City's franchised solid waste collector, has requested rate increases pursuant to Section 6.5 of the Waste Collection Contract based on cost increases and revenue decreases which are solely the result of extraordinary circumstances beyond the control of UWS that it could not have been reasonably anticipated and which unavoidably adversely affect its opportunity to operate at a reasonable profit. The rate increases identified in Schedule A were calculated after considering the franchisee's rate request, studying the reviewed financial statements and carefully evaluating the changes in costs to meet regulatory requirements, the recycling market, transportation, and other operating costs of Ukiah Waste Solutions for the year ending December 31, 2016 and two quarters ending June 30, 2017. Further detail on how these rates were calculated is available on the City's website at http://www.cityofukiah.com.

Submit a Written Protest: City Clerk, 300 Seminary Avenue, Ukiah, CA 95482
An owner or tenant of property receiving solid waste service from the City may protest the proposed solid waste collection and disposal rates by submitting a written protest by mail or in person to the City Clerk. Written protests must be received (not postmarked) by the City Clerk before or during the public hearing. Any protest submitted by e-mail or other electronic means will not be accepted. To be valid, protests must be signed by the property owner or tenant, and must identify the property by street address or Mendocino County Assessor's Parcel Number of the property receiving solid waste service. Only one written protest per identified parcel or property will be counted for purposes of determining whether there is a majority protest. In accordance with California Constitution, Article 13D, Section 6(a)(2), if, by the close of the public hearing, written protests against the proposed solid waste collection and disposal rates are filed by a majority of the affected property owners, the City Council will not approve the proposed solid waste rates. The City reserves the right to verify whether any person filing a protest is an owner or a renter legally obligated to pay the fee. To assist with this verification, the City requests inclusion of the applicable utility account number on the protest.

The following schedule indicates the existing and proposed monthly solid waste service rates for residential service to each parcel in the City of Ukiah, beginning January 1, 2018:

SCHEDULE A

Effective Date January 1, 2018

SUMMARY OF RATE ADJUSTMENT FOR STANDARD SERVICES

YEAR 2018 Service Level	Current 2017 Rate	New 2018 Rate	Total Monthly Adjustment
Curbside Service			
No Service Minimum Charge	$ 5.25	$ 10.00	$ 4.75
10 gallon can rate*	$ 5.25	N/A	$ -
20 gallon can rate*	$ 10.48	N/A	$ -
32 gallon can rate	$ 18.82	$ 18.63	$ (0.19)
68 gallon can rate	$ 44.47	$ 44.03	$ (0.44)
95 gallon can rate	$ 62.65	$ 62.02	$ (0.63)
Other combinations - rate per gallon	$ 0.73	$ 0.73	$ -
1 yard bin rate	$ 124.55	$ 131.80	$ 7.25
1.5 yard bin rate	$ 147.17	$ 155.74	$ 8.57
2 yard bin rate	$ 196.25	$ 207.67	$ 11.42
3 yard bin rate	$ 294.35	$ 311.48	$ 17.13
4 yard bin rate	$ 392.47	$ 415.31	$ 22.84
6 yard bin rate	$ 588.71	$ 622.97	$ 34.26
Packout Service			
32 gallon can rate	$ 23.06	$ 24.40	$ 1.34
68 gallon can rate	$ 54.16	$ 57.31	$ 3.15
95 gallon can rate	$ 78.24	$ 82.79	$ 4.55
Other combinations - rate per gallon	$ 0.84	$ 0.89	$ 0.05
Remote Area Service			
Add to the Packout Service rate.	$ 7.69	$ 8.14	$ 0.45
In areas with limited access, an additional fee is charged to fund the costs of special equipment and special handling necessary to provide garbage pickup services. This fee is in addition to the "Packout Service" fee listed in this schedule.			

*10 and 20-gallon containers and rates will no longer be available to new customers, effective January 1, 2018. Existing customers with these containers may continue to use them at the new 32-gallon can rate or receive a 32-gallon replacement.

2

EXHIBIT B

Effective Date January 1, 2018

SUMMARY OF RATE ADJUSTMENT FOR STANDARD SERVICES

Service Level	YEAR 2018	New 2018 Rate
Curbside Service		
No Service Minimum Charge	$	10.00
10 gallon can rate*		N/A
20 gallon can rate*		N/A
32 gallon can rate		18.63
68 gallon can rate		44.03
95 gallon can rate		62.02
Other combinations - rate per gallon		0.73
1 yard bin rate		131.80
1.5 yard bin rate		155.74
2 yard bin rate		207.67
3 yard bin rate		311.48
4 yard bin rate		415.31
6 yard bin rate		622.97
Packout Service		
32 gallon can rate		24.40
68 gallon can rate		57.31
95 gallon can rate		82.79
Other combinations - rate per gallon		0.89
Remote Area Service		
Add to the Packout Service rate.		8.14

In areas with limited access, an additional fee is charged to fund the costs of special equipment and special handling necessary to provide garbage pickup services. This fee is in addition to the "Packout Service" fee listed in this schedule.

*10 and 20-gallon containers and rates will no longer be available to new customers, effective January 1, 2018. Existing customers with these containers may continue to use them at the new 32-gallon can rate or receive a 32-gallon replacement.

Commercial / Multi-Family Service	
10 gallon can rate*	20.68
20 gallon can rate*	20.68
32 gallon can rate	20.68
68 gallon can rate	48.87
95 gallon can rate	68.87
1 yard bin rate	131.80
1.5 yard bin rate	155.74
2 yard bin rate	207.67
3 yard bin rate	311.48
4 yard bin rate	415.31
6 yard bin rate	622.97

Ukiah Waste Solutions
Variable Comparative Income Statement w/ Pro Forma

Revenue from operations	2018 Pro Forma	2017	2016	2015
Residential	$ 971,809	$ 950,697	$ 863,235	$ 885,313
Commercial	2,360,185	2,309,257	2,179,935	2,183,651
Roll off	303,889	297,126	279,384	223,687
Recycling	21,214	21,214	52,705	53,131
Miscellaneous	9,937	9,937	35,430	28,787
Total revenue	3,667,034	3,588,231	3,410,689	3,374,569
Variable cost of services provided	1,714,127	1,686,045	1,484,721	1,412,758
Contribution margin	1,952,907	1,902,186	1,925,968	1,961,811
Fixed costs:				
Services provided	1,517,290	1,471,462	1,268,434	1,284,208
Selling, general, administrative (SG&A)	440,542	419,334	389,889	407,832
Total	1,957,832	1,890,796	1,658,323	1,692,040
Net income	$ (4,925)	$ 11,390	$ 267,645	$ 269,771
Percent of revenue	-0.13%	0.32%	7.85%	7.99%
Revenue from requested rate adjustment	290,040			
Adjusted net income	285,115			
Adjusted percent of revenue	7.78%			

Note 1. Assumes no new revenue in 2018, no rate adjustment.
Note 2. Applies expected costs increases as proposed by UWS.

Prepared by Ukiah Finance Department from income statements provided by UWS in its proposal dated September 8, 2017.

Revenue, pre-recycling commodity value (2016)

Revenue composition, residential

	10	20	32	68	95
Residential	72.20%	83.83%	90.30%	95.65%	96.87%
Roll off	23.14%	13.46%	8.07%	3.62%	2.60%
Recycling	3.90%	2.27%	1.36%	0.61%	0.44%
Miscellaneous	0.76%	0.44%	0.26%	0.12%	0.09%
Total	100.00%	100.00%	100.00%	100.00%	100.00%

Revenue, post-recycling commodity value (2018 Pro Forma)

Revenue composition, residential

	10	20	32	68	95
Residential	73.89%	84.96%	91.03%	96.00%	97.12%
Roll off	23.68%	13.64%	8.14%	3.63%	2.61%
Recycling	1.65%	0.95%	0.57%	0.25%	0.18%
Miscellaneous	0.77%	0.45%	0.27%	0.12%	0.09%
Total	100.00%	100.00%	100.00%	100.00%	100.00%

EXHIBIT 1 - Comparison of 10/20/32 Gallon Unified Service Rate Contribution to Service Costs.

Under Prop 218, each customer must cover the direct costs of the service and also contribute an equatable amount to the payment of all other costs to provide theat service.

Revenue less Direct Costs of Unified Service

Rates in Effect January 1, 2017		**10 Gallon** Annual Revenue and Costs	**10 Gallon** Per Week Revenue and Costs	**20 Gallon** Annual Revenue and Costs	**20 Gallon** Per Week Revenue and Costs	**32 Gallon** Annual Revenue and Costs	**32 Gallon** Per Week Revenue and Costs
Revenue 10 Gallon:	$5.25 X 12 months =	**$63.00**	$1.21	-	-	-	-
Revenue 20 Gallon:	$10.48 X 12 months =	-	-	**125.76**	$2.42	-	-
Revenue 32 Gallon:	$18.82 X 12 months =	-	-	-	-	**225.84**	$4.34
Cost of Totes		-16.72	-0.32	-16.72	-0.32	-15.43	-0.32
Disposal Gate Fee - Estimated lbs.							
10 Galllon:	10lbs per wk X 52wk = 520lbs (26%t) X $92.90t =	-24.154	-0.46	-	-	-	-
20 Gallon:	22 lbs per wk X 52wk = 520lbs (57%t) X $92.90t =	-	-	-52.953	-1.02	-	-
32 Gallon	32 lbs per wk X 52wk = 520lbs (83%t) X $92.90t =	-	-	-	-	-77.11	-1.48
Remainder available to cover all other Unified Service Costs:		**$22.13**	**$0.43**	**$56.09**	**$1.08**	**$133.30**	**$2.54**
Contribution as Percentage of 10 Gallon rate			**100.00%**		**252.94%**		**594.85%**
Contribution as Percentage of 20 Gallon rate			-		**100.00%**		**235.18%**

Unified Service Rate Capacity/ Contribution per Gallon:

Grey Gallons	10	20	32
Blue Gallons	95	95	95
Green Gallons	95	95	95
Total Capacity	**800**	**840**	**888**
Amount per Gallon available to cover all other costs	**$0.03**	**$0.07**	**$0.15**
As a percentage of the 10 Gallon Unified Rate	**100.00%**	**241.42%**	**542.77%**

In other words, the remaining costs to name a few: Cost of truck, fuel, driver wages, Tote repair and maintenance, insurance, accounting,
In other words, the remaining costs to name a few: Cost of truck, fuel, driver wages, Tote repair and maintenance, insurance, accounting,
billing and more must be covered by $18.36 a year, or 35 cents a week.

The extra $3 a year cost to the customer that moves the recommended % increase from 3.59% to 9.38% is to keep up with cost of service , while still providing an extremely affordable monthly rate to promote diversion.
We recommend for an additional 5 cents a week, $3 a year or in other words a 9.83% increase

EXHIBIT 3 - Comparison of 32/Gal and 20/Gal Cost of Unified Service

Unified Service Rate Differential based upon Marginal Cost:

The 20/Gal Tote is more expensive than the 32/Gal Tote because it is a specialty item.

	Cost of Tote		32 Gallon v 20 Gallon Monthly Difference
32 Gallon	$42.48	Amortize over	
20 Gallon	$55.37	120 months	
Difference	($12.89)	/120weeks	($0.11)

Cost of garbage between 32 gal and 20 Gal Tote

Weight Differential	Weeks	Annual	% of Ton	Proposed Per ton	Annual	
10 lbs.	52	520 lbs.	26%	$98.90	$25.71	$2.14
Monthly Unified Service Rate Cost difference (32g v. 20g) using marginal cost						**$2.04**

Unified Service Rate Differential based upon Capacity:

	With 32 gallon Total Capacity	With 20 gallon Total Capacity	Capacity Difference	Percentage Difference
Grey Tote	32	20		
Blue Tote	95	95		
Green Tote	95	95		
Total Capacity in Gallons	**222**	**210**	**12**	**5.71%**
Proposed Monthly Rate				$18.62
Monthly Unified Service Rate Cost difference using capacity difference				**$1.06**

Conclusion: The actual Unified Service Rate cost difference of a 32 gallon service versus a 20 gallon service is approximately between $1 and $2 dollars a month. It is not an industry best practice to price two services so close together. The City believes it is better to provide only the 32/Gal Tote to provide more capacity to the ratepayer, in order to avoid contamination of the diversion streams.

EXHIBIT 2 - Growing Disparity Between Rates Has Grown Over 15 Years

First Proposal by UWS was approximately 11.82% Across the Board

Unified Services Rates	**10 Gallon**	**20 Gallon**	**32 Gallon**
2017 Monthly Rates	**$5.25**	**$10.48**	**$18.82**
Initial UWS Proposed Increase Percentage	11.81%	11.83%	11.80%
Initial UWS Prosed 2018 Rate Increase per Month	**$0.62**	**$1.24**	**$2.22**
Initial Proposed UWS 2018 Monthly Rates	$5.87	$11.72	$21.04
As a Percentage of 10 Gallon Rate	**100.00%**	**199.66%**	**358.43%**
Unified Monthly Service Capacity in Gallons	800	840	888
Initial Proposed Unified Service Cost per Gallon	**0.0073**	**0.0140**	**0.0237**
As a Percentage of 10 Gallon Rate	**100.00%**	**190.15%**	**322.91%**

The initial UWS prposal to increase Unified Service Rates across the board by approximately 11.82% was rejected by the City because over time, as a Percentage Rate Increases have occurred, the 32 Gallon Unified Service Rate has shouldered a greater share of the cost to provide the Unified Three Tote Service.

Monthly Unified Capacity	**10 Gallon**	**20 Gallon**	**32 Gallon**
Weekly Capacity 200 X 4	800		
Weekly Capacity 210 X 4		840	
Weekly Capacity 222 X 4			888

SECOND AMENDED AND RESTATED WASTE COLLECTION AGREEMENT

TABLE OF CONTENTS

		Page
Second Amended and Restated Waste Collection Agreement		1
1.	Franchise Grant	1
2.	Definitions	2
3.	Term	5
4.	Franchise Fee; Other Fees	6
5.	Services	6
5.1	Solid Waste	6
5.2	Recyclables	7
5.3	Green Waste and/or Mixed Organic Waste	7
5.4	Food Waste	7
5.5	Contaminated Materials	7
5.6	Changes; Missed Pick-Ups	7
5.7	Containers – Single Family Residential	8
5.8	Containers – Multi-Family Residential, Commercial and Institutional	8
5.9	Replacement or Addition of Containers	8
5.10	Personnel and Equipment	8
5.11	Disposal and Processing Facilities	8
5.12	Local Office	10
5.13	Pick-Ups at City Facilities	10
5.14	Outreach and Public Education	10
5.15	Fall Leaf Collection	11

	5.16	Spring Clean-Up Week	11
	5.17	Additional Services	11
	5.18	Permits and Licenses	11
	5.19	Diversion Requirements	11
6.	Rates		11
	6.1	Establishment of Rates	11
	6.2	Modification Based on Consumer Price Index, Fuel Index, Recycling Reduction and Certain Pass-Through Costs	11
	6.3	Modification Based on Changes in Pass-Through Costs	13
	6.4	Five Year Review	14
	6.5	Modification Based on Extraordinary Items	14
	6.6	Billing	14
	6.7	Proposition 218	15
7.	Provisions Applicable to Equipment and Personnel		15
8.	Records and Reports		16
9.	Hold Harmless and Insurance		16
10.	Remedies upon Default		17
11.	Assignment		19
12.	Waiver		20
13.	Administration		20
14.	Independent Contractor		20
15.	Notices		20
16.	Amendments		21

17. Successors and Assigns 21

18. Integration; Severability 21

Exhibit A –Reserved

Exhibit B –Recyclable Materials Agreement 24

Exhibit C – Curbside Rate Calculation 25

Exhibit D – First Amended and Restated Agreement for Receipt of Wood Waste, Green Waste and Mixed Organic Waste 26

Exhibit E – Initial Service Rates 27

SECOND AMENDED AND RESTATED WASTE COLLECTION AGREEMENT

This Second Amended and Restated Waste Collection Agreement (the "Agreement") is made as of December __, 2017, by and between the City of Ukiah, a municipal corporation (hereinafter "City"), and Ukiah Waste Solutions, Inc., a California corporation (hereinafter "Company" or "Contractor"), with reference to the following:

WHEREAS, Company currently collects and disposes of Solid Waste generated in City pursuant to that certain First Amended and Restated Waste Collection Agreement dated October 7, 2015 (the "Prior Agreement"); and

WHEREAS, Company has invested its own funds to acquire land and facilities that increase diversion of Solid Waste from landfills, reduce greenhouse gasses, and create new jobs; and

WHEREAS, the parties wish to amend and restate the Prior Agreement on the terms herein;

NOW, THEREFORE, in and for the mutual covenants herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Franchise Grant.

1.1 City hereby grants to Company, and Company hereby accepts from City, the exclusive franchise right and privilege, subject only to Section 1.3 below, to Collect, remove, transport, Recycle, Process, compost and Dispose of all Solid Waste generated in City in accordance with the provisions of City's laws and regulations pertaining to the accumulation, collection and removal thereof and any other applicable law, including applicable State and Federal statutes or administrative rules.

1.2 All Solid Waste Collected by Company pursuant to this Agreement shall become the property of Company upon its possession thereof, provided that nothing in this section shall be deemed a waiver by City of its rights and duties under this Agreement.

1.3 The franchise granted to Company hereunder shall in all respects be exclusive, except as otherwise provided by applicable law and as follows:

(a) Recyclables generated at any Residential, Commercial or Institutional Property that are Source Separated may be (i) transported personally by the Generating person for sale or donation to a Processing facility that has been duly approved and authorized as such by a governmental or other appropriate authority, including beverage containers Recycled at authorized facilities under the California Beverage Container Recycling Litter Reduction Act, (ii) may be sold or donated by the Generating person to any Charitable Entity, or (iii) sold by the Generating person to any licensed Recycler (provided the Generating person is not charged any amount by such Recycler, directly or indirectly);

(b) Solid Waste Generated at any Residential, Commercial or Institutional Property may be personally transported by the person Generating same to any licensed landfill, transfer station or materials recovery facility;

(c) Green Waste removed from a Residential, Commercial or Institutional Property by a gardening, landscaping or tree trimming contractor as an incidental part of a comprehensive service offered by such contractor, rather than as a hauling service, may be disposed of by such contractor at any licensed transfer station or materials recovery facility, provided that such contractor does not store the box, bin or container used for such purpose at the location where the service is provided or remove such box, bin or container from such contractor's truck;

(d) Construction Debris and Demolition Debris removed from a Residential, Commercial or Institutional Property by a licensed construction or demolition contractor using its own employees and equipment as an incidental part of a comprehensive service offered by such contractor, rather than as a hauling service, may be disposed of by such contractor at any licensed transfer station or materials recovery facility, provided that such contractor does not store the box, bin or container used for such purpose at the location where the service is provided or remove such box, bin or container from such contractor's truck; and

(e) Hazardous Waste and Household Hazardous Waste may be disposed of in any lawful manner.

1.4 To the extent permitted by applicable law, City agrees to take such steps as may be reasonably necessary to protect (a) Company's ownership of Solid Waste, including Recyclables, Green Waste and/or Mixed Organic Waste, placed at the curbside or designated collection location for Collection by Company under the terms of this Agreement, and (b) Company's exclusive rights to collect all Solid Waste, including Recyclables, Green Waste and Mixed Organic Waste, in accordance with the terms hereof. City's obligation under this Section 1.4 is subject to Company's agreement, upon request of City, to reimburse City's reasonable expenses, including attorneys' fees and litigation expenses, incurred in taking steps as agreed upon herein; provided, however, that nothing herein shall prevent Company from taking any lawful action to protect its rights hereunder.

1.5 Except as expressly provided herein, this Agreement shall supersede the Prior Agreement as of the Effective Date set forth in Section 3 below, when the Prior Agreement shall cease to have any effect (except for periods prior to such Effective Date).

2. Definitions.

2.1 "Authorized Facility" means a Disposal or Processing facility that has received and is maintaining in good standing all regulatory or other approvals required by law to perform the task for which Company is using the facility and which has been approved by the City pursuant to Section 5.11 below.

2.2 “Billing Fees” means the billing fees payable to City pursuant to Section 6.6 below, including any fees or charges adopted to replace or supplement such billing fees.

2.3 “CCC” means Cold Creek Compost, Inc.

2.4 “Change in Law” means the enactment, adoption, promulgation, issuance, modification, or written adoption or change in administrative or judicial interpretation on or after the Effective Date of, any law, regulation, rule, order, judgment, decree, permit, approval or other requirement of any governmental agency (including City) having jurisdiction over this Agreement or Company’s performance hereunder.

2.5 "Charitable Entity" means any not-for-profit organization or entity maintained for community service, education or the public good, including service clubs, scouting organizations, religious and educational organizations and recognized charities.

2.6 "Collect" or "Collection" means the collection, transportation and removal of Solid Waste within and from City.

2.7 "Commercial Property" means property upon which business activity is conducted, including but not limited to retail sales, services, wholesale operations, manufacturing and industrial operations, but excluding businesses conducted upon Residential Property that are permitted under applicable zoning regulations and are not the primary use of the property.

2.8 "Construction Debris" means used or discarded construction materials generated during the construction or renovation of a building, structure or other man-made improvement on a Residential, Commercial or Institutional Property.

2.9 "Containers" means any and all types of Solid Waste receptacles supplied by Company, including but not limited to rectangular bins, cylindrical containers, and any and all other kinds of receptacles or bags, irrespective of size or shape.

2.10 “Customer” means the owner or occupant of Residential, Commercial or Institutional Property.

2.11 "Demolition Debris" means used construction materials generated during the razing or renovation of a building, structure or other man-made improvement on a Residential, Commercial or Institutional Property.

2.12 “Disposal” means the permanent placing of Solid Waste in a facility legally permitted to receive it.

2.13 “Disposal Costs” means Company’s costs to deposit Solid Waste collected under this Agreement at the Transfer Station (as defined in Section 5.11 below) or any other Authorized Facility.

2.14 “Food Waste” means food scraps, including animal and vegetable foods, paper tissues, paper napkins and towels, coffee grounds and filters, pizza boxes, food soiled paper plates and cups, and miscellaneous paper not suitable for recycling that is discarded (as from a Commercial or Residential Property kitchen).

2.15 “Franchise Fees” means the franchise fees payable to City pursuant to Section 4 below, including any fees or charges adopted to replace or supplement such franchise fees.

2.16 “Generate” means to create or render. A Customer is not considered to be the Generator of Solid Waste if the material has merely been transported or moved to the Customer’s site.

2.17 "Green Waste" means tree trimmings, grass cuttings, plants, leaves, branches and trees (not more than six (6) inches in diameter or more than four (4) feet in length) and similar materials generated at a Residential, Commercial or Institutional Property.

2.18 "Hazardous Waste" means all substances defined as Hazardous Waste, acutely Hazardous Waste or extremely Hazardous Waste by the State of California, or identified as Hazardous Waste by the U.S. Environmental Protection Agency, under applicable laws or regulations.

2.19 "Household Hazardous Waste" means Hazardous Waste that is generated at Residential Properties.

2.20 "Institutional Property" means the premises or site of any governmental entity, including city, county, state and/or federal buildings, public schools, colleges, and public recreational sites.

2.21 "Mixed Organic Waste" means Green Waste and Food Waste.

2.22 “Multi-Family Residential Property” means any building or structure, connected structure or series of structures used for residential purposes, and consisting of three (3) or more distinct dwelling units, irrespective of whether the dwelling units are rental units or are owner-occupied.

2.23 “Pass-Through Costs” means Disposal Costs, Processing Costs and Regulatory Costs.

2.24 “Processing” means the act of salvaging, reprocessing, marketing and selling or reusing Recyclables (including Green Waste and Mixed Organic Waste) for the purpose of Recycling, whether directly or through one or more third parties (including, in the case of Green

Waste and Mixed Organic Waste, composting or anaerobic digestion), and shall include other means of diverting Solid Waste from landfills.

2.25 "Processing Costs" means fees, if any, paid by Company to a Processing Facility for Processing Recyclables, Food Waste, Green Waste, Mixed Organic Waste, Wood Waste and Solid Waste collected by Company. The amount paid by Company to PRS for Food Waste, Mixed Organic Waste, Green Waste or Wood Waste delivered to the PRS Facility shall be as determined under that certain First Amended and Restated Agreement for Receipt of Wood Waste, Green Waste and Mixed Organic Waste among PRS, UWS and SWS of even date herewith and attached as Exhibit D hereto (the "PRS Agreement").

2.26 "Recyclables" means Solid Waste which may be reused or processed into a form suitable for reuse through reprocessing or remanufacture consistent with the requirements of the California Integrated Waste Management Act of 1989, as amended ("AB 939"), including, without limitation, paper, newsprint, printed matter, pasteboard, paper containers, cardboard, glass, aluminum, PET, HDPE, and other plastics, beverage containers, compostable materials (including Green Waste and Food Waste), and wood, brick and stone in reusable size and condition. Recyclables shall include those items of Construction Debris and Demolition Debris which are described in this Sections 2.8 and 2.11. Company shall report changes in Recyclables collected at the curbside to the City Manager who must approve those changes.

2.27 "Recycle" means the process of reusing or processing Solid Waste into a form suitable for reuse consistent with the requirements of AB 939.

2.28 "Regulatory Costs" means all regulatory and governmental fees and charges incurred by Company in connection with providing services under this Agreement, including, without limitation, Franchise Fees, Billing Fees, commercial oversight fees and landfill closure costs payable to City.

2.29 "Residential Property" means Single Family Residential Property and Multi-Family Residential Property.

2.30 "Single Family Residential Property" means any building or structure, connected structure or series of structures used for residential purposes, and consisting of less than three (3) distinct dwelling units, irrespective of whether the dwelling units are rental units or are owner-occupied.

2.31 "Solid Waste" means all putrescible and nonputrescible residential refuse, commercial solid waste, institutional solid waste, garbage, Green Waste, Food Waste, Mixed Organic Waste and rubbish as defined in Public Resources Code Section 40191, including, without limitation, for the purposes of this Agreement Construction Debris, Demolition Debris, Recyclables, but excluding Hazardous Waste and Household Hazardous Waste.

2.32 "Source Separated" means Recyclables that are separated at the Residential, Commercial or Institutional Property where they are generated from Solid Waste and other Recyclables that are Collected separately, and which are saleable or acceptable for Processing without further sorting, including, but not limited to, Recyclables consisting of glass, paper, plastic, cardboard, tin cans and aluminum cans which are separated from all other Recyclables and Solid Waste, Green Waste which is separated from all other Recyclables and Solid Waste, and Mixed Organic Waste which is separated from all other Recyclables and Solid Waste.

3. Term. It is the parties' intention that, subject to prior termination hereunder or thereunder, the term of this Agreement be coextensive with the term of the Second Amended and Restated Transfer Station Agreement dated October 7, 2017, as modified by Addendum One to the Transfer Station Agreement dated September 21, 2016, between City and Solid Wastes Systems, Inc. (the "Transfer Station Agreement"). Accordingly, subject to earlier termination in accordance with the terms of this Agreement, the term of this Agreement shall commence on October 1, 2015 (the "Effective Date") and continue for a period of sixteen (16) years and three (3) months through December 31, 2031, provided that Contractor shall have one (1) option to extend this Agreement and the rights granted hereunder on the terms and conditions herein for a period of five (5) years (the "Option") commencing January 1, 2032 and ending December 31, 2036. Contractor's exercise of the Option is subject to the following conditions: (a) notice of Contractor's exercise of the Option must be given at least twelve (12) months prior to December 31, 2031; and (b) Solid Wastes Systems, Inc. must have satisfied conditions (b)-(d) in Section 3 of the Transfer Station Agreement. The Option may not be exercised unless Contractor is in material compliance with the terms of this Agreement, and Solid Wastes Systems, Inc. is in material compliance with the Transfer Station Agreement and the Transfer Station Lease attached as Exhibit F to the Transfer Station Agreement."

4. Franchise Fee; Other Fees. Company shall be liable to City for a franchise fee equal to fifteen percent (15%) of the gross revenues collected by Company from Customers within the City limits during the term of this Agreement or such other percentage of such gross revenues as the City Council may establish from time to time. Within thirty (30) days after the end of each calendar month, Company shall send City a statement detailing gross revenue received by Company from Commercial and Institutional Customers, and from the Multi-Family Residential Customers that Company bills, for the prior calendar month, and City shall send Company a statement showing how City calculated the amounts withheld in accordance with this Section 4 and Section 6.6 below from its payment to Company for the prior calendar month. As soon as City's billing system permits it to generate the following statement, City will provide Company within thirty (30) days after the end of each calendar month with a statement detailing the amounts billed by City to the Residential Customers billed by City, the amounts collected by City from such Customers, the amounts paid to Company and all amounts withheld from such payments in accordance with this Section 4 and Section 6.6 below for the prior calendar month. In addition, each party shall maintain copies of all its billing and collection records for three (3) years following the date of billing for inspection and verification by the other party. Company shall also owe City a Billing Fee pursuant to Section 6.6 below, a commercial oversight fee of $10,000 per calendar year and a landfill closure cost of $60,000 per calendar year. The

Franchise Fee, the Billing Fee, the oversight fee and the landfill closure fee shall all be paid by means of City's withholding such amounts from the payments City makes to Company in respect of the revenues City bills to Residential Customers in accordance with Section 6.6 below. The annual oversight and landfill closure fees will each be withheld at the rate of one-twelfth per month.

5. Services.

5.1 Solid Waste. Company shall Collect and Dispose of all Solid Waste (other than Source Separated Recyclables, which are subject to Section 5.2 below, and Source Separated Green Waste and Mixed Organic Waste, which are subject to Section 5.3 below) generated at every Single Family Residential Property within City once each week on a regularly scheduled day, and at every Multi-Family Residential, Commercial and Institutional Property within City upon a schedule established between Company and each Generating person (or the owner, landlord or property manager, in the case of Multi-Family Residential Properties), but at least once each week on a regularly scheduled day, in accordance with this Agreement. Solid Waste shall not be put out for Collection with Hazardous Waste or Household Hazardous Waste in the same Container. Company will not collect Solid Waste, including Recyclables, on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day or Christmas Day, and will make appropriate adjustments to its collection schedule in order to avoid an excessive accumulation of Solid Waste on such days.

5.2 Recyclables. On the same day as specified by Company under Section 5.1, Company shall collect all Source Separated Recyclables (other than Green Waste and Mixed Organic Waste) Generated at every Residential Property within City once each week on a regularly scheduled day in accordance with this Agreement. Company shall collect all Source Separated Recyclables (other than Green Waste and Mixed Organic Waste) Generated at every Commercial and Institutional Property within City upon a schedule established between Company and each Generating person (or the owner, landlord or property manager, in the case of Multi-Family Residential Properties), but not less frequently than weekly.

5.3 Green Waste and/or Mixed Organic Waste. On the same day as specified by Company under Section 5.1, Company shall collect all Source Separated Green Waste and/or Mixed Organic Waste Generated at every Residential Property within City once each week on a regularly scheduled day in accordance with this Agreement. Company shall collect all Source Separated Green Waste and/or Mixed Organic Waste Generated at each electing Commercial and Institutional Property within City upon a schedule and at rates established between Company and each Generating person, but not less frequently than weekly.

5.4 Food Waste. Subject to any revisions to the Food Waste Collection Program adopted pursuant to Section 5.17, Food Waste shall be collected only in the Green Waste containers approved by the City Manager pursuant to Sections 5.7 and 5.8 below as a component of Mixed Organic Waste deposited in said containers by Customers on Residential, Commercial or Institutional Properties.

5.5 Contaminated Materials. Company may refuse to collect Solid Waste, Recyclables, Green Waste and/or Mixed Organic Waste Generated by, and shall not be obligated to continue to provide any Solid Waste, Recyclables or Green Waste and/or Mixed Organic Waste Container to, any person who after reasonable warning, fails to sort Solid Waste, Recyclables, Green Waste and/or Mixed Organic Waste properly, or fails or refuses to allow Company to Collect, on an exclusive basis, said person's Solid Waste, Recyclables, Green Waste and/or Mixed Organic Waste. Company shall make available to City any warning notices issued by Company for this purpose, and City shall investigate same to determine whether the person receiving the notice has violated the applicable ordinance. Company may alternatively assess a contamination charge in accordance with Exhibit E in such instances.

5.6 Changes; Missed Pick-Ups. Company shall not alter or adjust Collection services without providing prior notice to all service addresses, and any schedule modifications shall not result in reduced service frequency to any Customer. Company shall collect and remove Solid Waste and Recyclables from any premises "missed" or "skipped" during the regularly scheduled time, within one (1) working day after demand for collection is made by the Customer or City.

5.7 Containers-Single Family Residential. Company shall collect Solid Waste, Recyclables, Green Waste and Mixed Organic Waste from Single Family Residential Properties in City in the following types of Containers: Solid Waste – 32, 64 or 96 gallons, Recyclables –32 (Billy Goat Run) or 96 gallons, and Green Waste and/or Mixed Organic Waste – 32 (Billy Goat Run) or 96 gallons. Company has provided and distributed one set of Solid Waste, Recyclables and Green Waste Containers, at no cost in addition to the monthly rates, to each Single Family Residential Property in City where collection can be accomplished using Company's standard curbside collection equipment, and has also provided a new Green Waste Container or modified an existing Green Waste Container of the approved size to each such Single Family Residential Property. Nothing in this section shall be deemed to preclude the use of bins or other Containers of a size and shape, which are compatible with approved rates, acceptable to and supplied by Company and, in the event City and Company shall institute new programs hereunder which require bins or other Containers of a particular size and shape, Customers on single unit Residential Properties shall use bins or other Containers supplied by Company meeting such requirements.

5.8 Containers- Multi-Family Residential, Commercial and Institutional. Company shall collect Solid Waste, Recyclables, Green Waste and/or Mixed Organic Waste from Multi-Family Residential Properties, Commercial Properties and Institutional Properties in City in a size and shape suitable for each such location from the following capacities: 32, 64 or 96 gallon carts, two-yard, three-yard, four-yard and six-yard bins, and 15-yard, 20-yard and 30-yard boxes, provided that Green Waste and/or Mixed Organic Waste shall be collected only in 64 gallon carts or two-yard bins and only commingled in the same container.

5.9 Replacement or Addition of Containers. Company shall replace, at no charge to a Single Family Residential Generator but not more than once a calendar year, a Solid Waste, Recyclables or Green Waste Container that is stolen from the curb. If from time to time a Single

Family Residential Generator may wish to have additional Containers, Company shall make additional Containers available for free and adjust the Generator's service rate. A replacement Container will be provided free to any Single Family Residential Generator returning the original Container for a Container of a different size, but not more than twice a calendar year. Company will maintain and repair Containers at its cost, and shall repair or replace damaged Containers, at Company's option, upon request of a Customer or City. The ownership of all Containers purchased by Company under this Agreement shall be and remain with Company.

5.10 Personnel and Equipment. Company shall furnish sufficient personnel, labor and equipment required for the Collection, removal, handling, Processing and Disposal of all Solid Waste Generated within the corporate limits of the City in compliance with this Agreement and the City's applicable law or City policy.

5.11 Disposal and Processing Facilities.

(a) Solid Waste. Company shall transport all Solid Waste collected by it in City to the transfer station operated by SWS and located at 3151 Taylor Drive, Ukiah, California (the "Transfer Station"). All of such Solid Waste that is not Recycled shall be hauled to a licensed disposal facility in accordance with the terms of the Transfer Station Agreement. The gate fee paid by Company to SWS for Solid Waste delivered to the Transfer Station shall be as determined under the Transfer Station Agreement.

(b) Recyclables. Company shall transport all Source Separated Recyclables (other than Green Waste and Mixed Organic Waste) Collected by it curbside from Residential Customers in City to the materials recovery and green waste facility operated by Pacific Recycling Solutions, Inc. ("PRS") and located at 4260 North State Street and 3501 Taylor Drive and 3515 Taylor Drive, Ukiah, California (the "PRS Facility") for Processing pursuant to the Amended and Restated Recyclable Materials Agreement between PRS and Company attached hereto as Exhibit B (the "Recyclable Materials Agreement"). Company shall transport all other Recyclables collected in City to the Transfer Station. Any residue from such Recyclables that cannot be Recycled shall be Disposed of in accordance with the Transfer Station Agreement if delivered to the Transfer Station, or at any Authorized Facility selected by PRS, if delivered to the PRS Facility. PRS shall pay Company the amounts determined, or charge Company the amounts permitted, under the Recyclable Materials Agreement. The amount, if any, paid by Company to SWS for Recyclables delivered to the Transfer Station shall be as determined under the Transfer Station Agreement.

(c) Green Waste and Mixed Organic Waste. Company shall transport all Source Separated Green Waste collected by it in City to any or all of the following facilities: the Transfer Station, the PRS Facility, the CCC composting facility (the "CCC Facility"), or the Scotia biomass conversion facility (the "Scotia Facility"), or other biomass conversion facility approved by the City Manager for Processing; provided, however, that, notwithstanding any other provision in this Agreement and subject to the receipt by PRS of all government approvals and permits necessary for PRS to receive, commingle, store and handle Mixed Organic Waste,

Company shall deliver all Mixed Organic Waste generated in City from curbside collection from Residential, Multi-Family Residential, Commercial and Institutional Properties to the PRS Facility for transport from the PRS Facility to the CCC Facility during the term of and in accordance with the Agreement for Mixed Organic Waste Services between PRS and CCC dated September 15, 2015, which is attached as Exhibit 1 to Exhibit D to this Agreement (the "CCC Agreement"); provided, however, that the exercise of any option to extend that agreement by PRS must be approved by City. Any residue from the Green Waste or Mixed Organic Waste generated in City that cannot be Processed shall be disposed of in accordance with the Transfer Station Agreement if delivered to the Transfer Station, or at any Authorized Facility selected by PRS, if delivered to the PRS Facility. The amount paid by Company to SWS for Green Waste delivered to the Transfer Station shall be as determined under the Transfer Station Agreement, and the amount paid by Company to PRS for Green Waste and/or Mixed Organic Waste delivered to the PRS Facility shall be as determined under the PRS Agreement.

(d) Alternate, Successor and Other Authorized Facilities. Company shall provide City with written notice as soon as Company knows that it will use a Processing Facility instead of or in addition to the PRS Facility, the Scotia Facility, or other biomass conversion facility approved by the City Manager for Processing, or the CCC Facility; provided, however, that Company and PRS shall only be entitled to propose an alternate Processing Facility (or Disposal Facility, if available) to receive Mixed Organic Waste from PRS if CCC shall refuse, due to no fault of Company, SWS or PRS, to accept Mixed Organic Waste that is not a Contaminated Load (as defined in the CCC Agreement) or if the CCC Facility shall shut down or cease operating. The notice shall provide the name and location of the proposed Facility, the anticipated gate fee and other charges for Processing at that Facility, and a copy of the proposed contract between Company and such Facility. Company shall also provide City with the increased or decreased transportation costs, if any, associated with using the proposed Facility (in the case of Mixed Organic Waste) and with any additional information about the proposed Facility reasonably requested by City. Company's use of the proposed Processing Facility shall be subject to approval by the City Council, which shall not be unreasonably withheld. In acting on a request for approval, the City shall consider, among other things, whether the use of that Facility is available at a reasonable cost to the ratepayers considering the environmental benefits and the available alternatives, and otherwise qualifies as an Authorized Facility. The City Council may consider any other factor reasonably related to a legitimate City interest in its management of waste collection and disposal, including, but not limited to, alternative technologies and facilities, the impact on rates, past performance and regulatory compliance history of the Processing Facilities under consideration, factors affecting the facilities' future performance, and the public interest. City and Company acknowledge that, as of the date of this Agreement, very few Processing Facilities will accept Mixed Organic Waste and, if not Processed, such Waste cannot be stockpiled and may not be permitted to be Disposed of in a landfill. Accordingly, and notwithstanding any other provision in this Agreement, in the case of a written request by Company to use a Processing Facility (or Disposal Facility, if available) other than CCC for Mixed Organic Waste: (i) City will, in its sole discretion and within sixty (60) days after its receipt of such request, approve the use of the proposed Facility or select an alternate Processing Facility or Disposal Facility, if available, to Process or Dispose of the Mixed

Organic Waste, and (ii) Company's service rates will be adjusted to cover any increase or decrease in its costs for Processing or Disposal, and/or transportation resulting from City's decision, effective as of the date of such request; and, provided, further, that if City does not accept the proposed Facility or select an alternate Facility in accordance with this sentence, Company shall direct PRS to deliver the Mixed Organic Waste for Processing to any licensed facility, with the costs to PRS of using the new facility being deemed to consist of the tonnage of Mixed Organic Waste delivered by PRS to the new facility multiplied by the then effective per ton or per yard Rate for MSW charged at the Transfer Station, and with the excess of such costs to PRS over the costs to PRS of using the CCC Facility being passed through to Company and treated as a Pass-Through adjustment to the Rates on the next Rate Adjustment Date pursuant to Section 6.3 below. In the event that the Transfer Station, the PRS Facility, the CCC Facility, the Scotia Facility or any other Authorized Facility described above cannot accept Solid Waste, Recyclables, Green Waste, or Mixed Organic Waste Generated in City on a temporary basis due to no fault of Company, or due to events beyond the control of Company, such as acts of God, public emergency, strike or lockout by employees of another entity unrelated to Company, Company shall locate and use an alternate licensed facility for the duration of such circumstance; provided, however, that City approval in accordance with this Section 5.11(d) shall be required if the Authorized Facility cannot accept Solid Waste for a period of time exceeding three (3) months. In addition, in adjusting the MOW Processing Rate (as defined in the PRS Agreement) at the PRS Facility during each five year review of rates conducted under Section 4c. of that Agreement, the adjustment shall include in the per ton rate all costs incurred by PRS to accommodate the Processing of Mixed Organic Waste, including, but not limited to, the capital costs of improvements to the PRS Facility, operational costs, transportation costs, and other costs required to accommodate the processing of Mixed Organic Waste and shall allow for a reasonable profit to PRS.

5.12 Local Office. Company shall maintain an office in or in close proximity to the City, as approved by the City Manager, where service may be applied for and complaints made. The address and telephone number of such office shall regularly be included in Customer billings and service information distributed to the public. Company's office shall have a responsible individual available daily between the hours of seven-thirty o'clock a.m. and four o'clock p.m., excepting Saturday, Sunday and holidays. Calls for missed collections shall be received 24 hours per day, by answering machine after four o'clock p.m. and on Saturdays, Sundays and holidays.

5.13 Pick-Ups at City Facilities. Company shall provide Containers and remove, without charge, all Solid Waste, Source Separated Recyclables and Source Separated Green and Food Waste Generated at all City facilities, including from City street cans, (of the nature and in the amounts currently collected) at least once per week, but Company may charge all other public agencies for services rendered at the same rates and on the same basis as Commercial Customers are charged for similar services. Company shall also remove, without charge, all grit and screenings from City's wastewater plant as scheduled by Company and City

5.14 Outreach and Public Education.

(a) Company shall execute a public awareness campaign for recycling by Residential and Commercial Customers, which campaign will include an up to date Web Site that includes educational information, a business waste reduction program, a school Recycling program and a flyer in Company's billing statements (or posted on Company's website) not less than every six months. City shall provide Company with free space at all City-sponsored events to promote the campaign. Additional activities shall be available at additional cost by mutual agreement of the parties. Company shall also provide each new Customer with a packet of information regarding the curbside Recycling and Green Waste programs, and, if in effect, a Food Waste program, as well as information cards to be used in the event that a Customer places materials out for Recyclables, Green Waste or Food Waste collection that are not acceptable as set forth in this Agreement. Such card shall be left with the Customer's container or bin and shall inform the Customer why the materials were not picked up.

(b) No later than September of each year, the Company shall propose to the City Manager an annual public awareness plan for the ensuing calendar year which shall detail the Company's proposals for increasing the customers' proper use of the Recyclables and Green Waste containers provided pursuant to Section 5.7, including the required condition of the materials deposited in those containers. At the same time, the Company shall submit a report to the City Manager detailing the Company's implementation of the plan approved for the current year. The City Manager or his or her designee may work with the Company to improve the plan and shall place the plan and the Company's report on a City Council meeting agenda for review by the City Council.

5.15 Fall Leaf Collection. Company shall provide all Customers with reasonable leaf collection without charge during the week after Thanksgiving each year in Containers and/or bags approved or provided by Company. City shall prepare and pay for an insert in all Customer billing advertising this service.

5.16 Spring Clean-up Week. Company shall provide all Customers with reasonable Green Waste collection without charge during the third week of April each year, including the collection of tree branches not to exceed six (6) inches in diameter or four (4) feet in length.

5.17 Additional or Modified Services. Company shall provide additional or modified services upon request of City, or upon the proposal of Company as approved by City pursuant to Section 5.19 below, subject, if the costs incurred by Company to provide such services increase or decrease, to the establishment by mutual written agreement of a reasonable service Rate, or service Rate adjustment, therefor.

5.18 Permits and Licenses. Company shall obtain and maintain throughout the term of this Agreement all permits, licenses and approvals necessary or required for Company to perform the work and services described herein. City shall reasonably cooperate with Company in connection with obtaining or renewing such permits, licenses and approvals.

5.19 Diversion Requirements. In an effort to assure City's continuing compliance with the current and any future diversion requirements set forth in the California Integrated Waste Management Act of 1989, as amended ("AB 939"), Company shall propose and City may require Company to adopt and implement various recycling, Solid Waste reduction, public education and reporting programs for City and its residents, subject to City taking all actions necessary to implement such programs and approving reasonable service rate increases needed, if any, in connection therewith.

6. Rates.

6.1 Establishment of Rates. The service rates specified in Exhibit E to this Agreement (the "Rates") shall take effect on the Effective Date, subject to approval by the City Council and compliance with the notice and hearing requirements in Article XIII.D of the California Constitution and Government Code Sections 53750 et seq. (collectively, "Proposition 218"). Such Rates shall be adjusted pursuant to Sections 6.2, 6.3, 6.4 and 6.5 below, subject to compliance with the notice and public hearing requirements of Proposition 218 as provided in such Sections. The parties' agreement to subject the Rates and certain adjustments thereto to the notice and public hearing requirements of Proposition 218 is precautionary only and shall not be deemed an admission that Proposition 218 applies to the Rates or such adjustments. Company shall not charge any amount in excess of the approved Rates for services required by or permitted under this Agreement.

6.2 Modification Based on Consumer Price Index, Fuel Index, Recycling Adjustment and Certain Pass-Through Costs.

(a) Adjustment Calculation. Each Rate shall be adjusted January 1st every year, beginning January 1, 2018 ("Rate Adjustment Date") to reflect (i) changes in the CPI, (ii) changes in the Fuel Index, (iii) the Recycle Adjustment, and (iv) changes in certain Pass-Through Costs, all by a percentage determined in accordance with the Curbside Rate Calculation attached hereto as Exhibit C (the "Calculation").

(b) Definitions. For purposes of Rate adjustments pursuant to this Section 6.2 and the Calculation, the following terms shall have the following meanings.

(i) "Base Fuel Costs" means Company's actual costs for diesel and other fuels used in performing services under this Agreement for the year ended December 31, 2010 or $200,641.15.

(ii) "Base Revenue" means Company's total revenue received from Customers during the Comparison Year.

(iii) "Base Year" means the year ended June 30th one year prior to June 30th of the Comparison Year.

(iv) "Comparison Year" means the year ended June 30th immediately prior to the relevant Rate Adjustment Date.

(v) "Commercial Oversight Fees" means the total amount of commercial oversight fees, including any fees or charges adopted to replace or supplement such fees, paid by Company to City in accordance with Section 4 and 6.6 during the Comparison Year.

(vi) "CPI" means the Consumer Price Index, All Urban Consumers, All items in San Francisco-Oakland-San Jose, CA, (Series CUURA422SA0, CUUSA422SA0) (Index 1982-84=100), published by the United States Department of Labor, Bureau of Labor Statistics.

(vii) "Disposal Fees – Garbage" means the actual Disposal Costs paid by Company to SWS for Solid Waste delivered by Company to the Transfer Station during the Comparison Year.

(viii) "Disposal Fees – Green Waste" means the actual Processing Costs paid by Company to PRS or any other Authorized Facility for Green Waste and/or Mixed Organic Waste delivered by Company to the PRS Facility or such Authorized Facility (including pursuant to Section 5.11(d) above), respectively, during the Comparison Year.

(ix) "Fuel Costs" means Company's actual costs for diesel and other fuels used in performing services under this Agreement during the Comparison Year.

(x) "Fuel Index" means the California No.2 Diesel Retail Sales by all Sellers (Dollars Per Gallon) published by the U. S. Energy Information Administration.

(xi) "Landfill Closure Costs" means the total amount of landfill closure fees, including any fees or charges adopted to replace or supplement such fees, paid by Company to City in accordance with Section 4 and 6.6 during the Comparison Year.

(xii) "Recycle Adjustment" means the amount, expressed as a credit or a charge in Exhibit C, that PRS pays Company for Recyclables, or the Company pays as gate fees to PRS to accept and process Recyclables at the PRS Facility, for the Comparison Year, each determined in accordance with the Recyclable Materials Agreement. "Recycle Adjustment" shall replace "Recycle Credit" in any exhibits to this Agreement.

(xiii) "Total Costs" means all of Company's costs to provide Collection services under this Agreement, including, without limitation, labor costs, vehicle and vehicle-related costs, maintenance, insurance, and transportation costs, Fuel Costs and Pass-Through Costs.

(c) Rules. For purposes of Rate adjustments pursuant to this Section 6.2 and the Calculation, the following rules shall apply.

(i) "changes in the CPI" shall be calculated as one hundred percent (100%) of the percentage increase or decrease, if any, in the CPI during the Comparison Year, using the CPI published for June of such Year as compared with the CPI published for June of the Base Year.

(ii) "changes in the Fuel Index" shall be calculated as one hundred percent (100%) of the percentage increase or decrease, if any, in the Fuel Index from June of the Base Year through June of the Comparison Year; provided, however, that, notwithstanding Section 6.2(b)(iii) above, "Base Year" for purposes of the Fuel Index Change shall mean the year ended June 30, 2010; and, provided, further, that the Fuel Index Change adjustment (i.e., Fuel Index Change multiplied by Base Fuel Cost) for any Rate Adjustment Date shall be calculated after removal of such adjustment for the prior Rate Adjustment Date.

(iii) Each adjustment element in the first part of the Calculation will be grossed up for the corresponding increase or decrease in Franchise Fees and Billing Fees (where applicable) resulting from such adjustment.

(iv) Rate adjustments for changes in Commercial Oversight Fees or

Landfill Closure Costs that take effect on a date other than January 1st, as well as changes in other Pass-Through Costs, will be determined under Section 6.3 below and not under this Section 6.2.

(d) Procedure. The procedure for Rate adjustments under this Section 6.2 shall be as follows:

(i) Not later than August 15th of each year, Company shall file with the City Manager a written notice of intention to adjust each of the then current Rates effective as of January 1st of the next year in accordance with Section 6.2(a) through (c) above. Said notice shall include the Calculation, documents from which the information used to perform the Calculation was derived, and any other information and documents reasonably requested by the City Manager to verify that the proposed Rate adjustments comply with Section 6.2(a) through (c), above.

(ii) Within sixty (60) days of the filing of the notice of intention, the City Manager shall review the notice and either confirm that the proposed Rates are within the limit of Section 6.2(a) though (c) above or establish by mutual agreement with Company any necessary changes to the proposed Rates to make such confirmation.

(iii) Not later than October 20th, the City Manager shall inform the City Council in writing of his or her determination regarding the proposed new Rates and the City Council shall be entitled to review and confirm that the proposed Rates are within the limit of Section 6.2 above or establish by mutual agreement with Company any necessary changes to the proposed Rates to make such confirmation, not later than November 20th. Any new Rates shall become effective on the following January 1st, provided that the Company and the City shall give the respective Customers that each bills written notice of the new Rates not later than December 1st.

(iv) In the event that the CPI or the Fuel Index described in Section 6.2(b) above shall be discontinued or materially modified during the term of this Agreement, the parties shall together select a replacement index and/or otherwise change Section 6.2(b) above so as to replicate, as nearly as possible, the mutual intention of the parties to rely on the results of the relevant index described in Section 6.2(b) as in effect on the date hereof.

6.3 Modification Based on Changes in Pass-Through Costs. In addition to adjustments under Section 6.2 above, each Rate shall be adjusted to reflect changes in Pass-Through Costs that are not the subject of Rate adjustments pursuant to Section 6.2 above, as follows. Using the section of the Calculation entitled "Revenue Base," each Rate shall be increased by an amount equal to the increase in applicable Pass-Through Costs, and decreased by an amount equal to the decrease in applicable Pass-Through Costs, in each case so as to cause all the Rates to compensate for such change in Pass-Through Costs as of the date such change becomes effective and either payable by or a benefit to Company, and taking into account the increase or decrease in Franchise Fees and/or Billing Fees payable in respect of such change.

6.4 Five Year Review. Once every five (5) years (beginning no later than April 2, 2021 for purposes of adjusting the Rates effective January 1, 2022), City shall conduct a review for the purpose of determining whether or not the automatic adjustments provided in Sections 6.2

and 6.5 have adequately adjusted the rates to cover the actual increase or decrease in the Company's reasonable operating costs or have exceeded those costs and whether the Rates remain fair to the ratepayer and the Company. Depending on the results of that review the City may increase or decrease the rates. City shall complete each such review and adjustment, if any, at least three months (3) prior to the beginning of such year (by September 30, 2021 in the case of the first such review), and Company shall cooperate with such review. In conducting each such review, City shall consider the following information: financial records of Company (including operating expenses and revenues and Disposal, Processing, Regulatory and other costs of Company, and Company revenues), the factors described in Section 6.5 below, and rates charged for comparable services in similar communities. Increases or decreases in the Rates pursuant to this Section 6.4 shall be subject to the notice and public hearing requirements of Proposition 218. The City may conduct such investigation as it deems necessary to perform this review and Company shall cooperate with such investigation, which may include the City's inspection and copying of Company records and Review and/or Audit of Company's financial records by a City retained CPA, the costs of which shall be reimbursed to City from Base Revenue but treated as a pass-through cost for rate setting purposes.

6.5 Modification Based on Extraordinary Items. In addition to adjustments under Sections 6.2, 6.3 and 6.4 above, Company may request an increase in the Rates if Company's costs increase or its revenues decrease solely as the result of extraordinary circumstances beyond its control that could not have been reasonably anticipated by Company (such as a Change in Law) and if the increase in costs or decrease in revenues unavoidably adversely affects Company's opportunity to operate at a reasonable profit. Company shall have the burden of producing evidence satisfactory to City demonstrating its need for a rate increase prior to the regular Five Year Review pursuant to Section 6.4 above, including, but not limited to, reviewed or audited financial statements of Company, if requested by City. The City Council shall consider the request in good faith. Any such increase shall only be approved through the notice and hearing requirements in Proposition 218.

6.6 Billing. Company shall bill directly for all Solid Waste, Recyclables, Green Waste and Mixed Organic Waste Collection services provided herein to all Commercial and Institutional Customers, and to those Multi-Family Residential Customers assigned by City to Company for billing. Company and City shall regularly exchange billing lists to avoid double billing and to insure that Company is following the City's direction regarding its direct billing of Multi-Family Residential Customers. City shall bill all Residential Customers (except those currently billed by Company as approved by City) for all Solid Waste, Recyclables, Green Waste and Mixed Organic Waste Collection services hereunder. Each Commercial or Institutional Customer will be billed for one (1) month of service in advance upon commencement of service, and thereafter for one (1) month of service in arrears. Interest of one percent (1%) per month or the highest rate permitted under applicable law, whichever is less, shall be applied to any past due amounts from all Customers until paid in full. Amounts shall be past due if not paid within thirty (30) days of billing. Company shall have the right to refuse service to any Customer that is more than sixty (60) days delinquent on his, her or its account; provided, however, that if the City is forced to take enforcement action against a Customer who has been refused service,

Company shall pay the City's costs to take such enforcement action as is necessary to protect public health and safety. Company shall pay City three percent (3%) of the amount billed by City to Residential Customers as a billing fee. City shall pay to Company all amounts billed to Residential Customers, less Billing Fees, Franchise Fees, commercial oversight fees and landfill closure costs (in accordance with Section 4 above), and a delinquency allowance equal to one-half percent (0.5%) of such billings, monthly within thirty (30) days of the end of the calendar month for which the Residential Customers are billed. When permitted by the City's accounting software, the City will reconcile the amount held by City as a delinquency allowance at the end of each calendar quarter and shall pay Company, within thirty (30) days after the end of such quarter, the portion of such amount that exceeds the actual delinquent billings for such quarter.

6.7 Proposition 218. Notwithstanding any other provision in this Agreement, in the event that the Rates or any modifications thereof are invalidated by a final non-appealable judgment in a court action challenging them as in violation of Proposition 218, and Company's operating costs exceed its revenue for a continuous period of six months since the date of the last Rate adjustment, Company shall have the right, exercisable by written notice to City within ninety (90) days after the entry of such judgment, to terminate this Agreement effective One Hundred Twenty (120) days after City's receipt of such notice.

7. Provisions Applicable to Equipment and Personnel.

7.1 Company shall use in connection with transportation of Solid Waste modern motor dump trucks with water tight bodies, sufficient in number and capacity to efficiently perform the work required by this Agreement and to comply with all applicable legal requirements. Company shall keep the outside of the truck bodies free from dirt and filth, and shall clean the inside of the trucks in a sanitary manner on a regular basis. Suitable measures shall be taken to prevent refuse from falling into public streets or places. Company shall keep all trucks freshly painted in a uniform manner, and the firm name or logo, telephone number, and truck number of each truck shall appear in a conspicuous manner. Company shall keep all trucks in good maintenance and repair, regularly inspect same, keep accurate records of all vehicle maintenance, and replace as needed.

7.2 Company shall not litter premises in the process of making collections nor allow refuse to blow or fall from any vehicle used for collections. Company shall clean up any and all spills, including oil and debris on the streets, resulting from its operations. Should Company fail to promptly clean up such spills resulting from its operations after notice from City, Company shall be liable to City for all reasonable costs incurred by City in doing so.

7.3 Company shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for Collection of Solid Waste or who are otherwise directly involved in such Collection. Company shall use its best efforts to assure that all employees present a neat appearance, conduct themselves in a courteous manner, and perform the work as quietly as possible. Company shall also designate one or more qualified employees as supervisors of field operations, who will devote a substantial portion of their time in field

checking Collection operations, including responding to complaints.

7.4 City officials shall at all times have access on 24 hours' prior written notice to inspect Company's work during operations and Company's facilities for purposes of ascertaining full knowledge respecting the conduct of Company's operations.

8. Records and Reports.

8.1 Company shall keep and maintain accurate books and records in accordance with the most recently adopted Accounting Standards Codification of generally accepted accounting principles by the Financial Accounting Standards Board clearly showing its revenues and expenses in connection with the operations provided for in this Agreement. Company shall maintain records accounting by category for the tonnage of Solid Waste, Green Waste, Mixed Organic Waste and Source Separated Recyclables Collected pursuant to this Agreement on a monthly, quarterly and annual basis.

8.2 Every three (3) months after the Effective Date through the date which applies for purposes of measuring compliance with the diversion requirements of AB 939, Company shall supply City with a written report setting forth Company's best estimate of the diversion rate as of the end of the most recent month. Company shall also supply City with such related information as City may reasonably request and as Company possesses or is required by this Agreement to possess concerning such estimate.

8.3 Every three (3) months after the Effective Date, Company shall provide City with a written financial report on the amounts billed by Company to each Multi-Family Residential, Commercial and Institutional Customer and the amounts paid by such Customer.

8.4 Not later than March 31 each year, or when otherwise requested by City, Company shall provide City with a complete customer list for all Customers with the service type, billing rate, and name and address of each Customer.

9. Hold Harmless and Insurance.

9.1 Company shall indemnify and hold harmless City, its City Council, boards, commissions, officers, agents, representatives and employees from any and all actions, claims or damages brought for or on account of injuries to or death of any person or damage to property of all kinds resulting from or arising out of the operations of Company, its officers, agents, employees or servants pursuant to this Agreement. The duty of Company to indemnify and hold harmless shall include the duty to defend as set forth in California Civil Code Section 2778.

9.2 Company shall have in effect during the term of this Agreement, workers' compensation and employer liability insurance providing full statutory coverage.

9.3 Company shall take out and maintain during the term of this Agreement liability

insurance for the following types and minimum amounts:

(a) General liability, including comprehensive form, premises operations, products/completed operations, hazard, contractual insurance, broad form property damage, independent contractors and personal liability, with limits for bodily and property damage combined of $500,000 each occurrence and $500,000 aggregate.

(b) Automobile liability, including comprehensive form, owned, hired and non-owned, with a limit of $1,000,000 for bodily injury and property damage combined.

(c) Excess liability, umbrella form with the same scope of coverage and exclusions as the underlying policies, with a limit for bodily injury and property damage combined of $5,000,000 each occurrence and $5,000,000 aggregate.

(d) Pollution and remediation liability with limits in an amount of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) annual aggregate insuring against loss, the cost of remediation and legal defense as a result of pollution conditions arising out of the collision, upset or overturn of Company vehicles in conjunction with this Agreement.

Insurance certificates and policy endorsements evidencing the required coverage shall be filed with City and shall be subject to approval by the City Attorney. City, its City Council, boards, commissions, officers, agents and employees shall be named as additional insureds on any such policies of insurance which shall also contain a provision that the insurance afforded thereby shall be primary. No such policy shall be cancelled or modified except upon thirty (30) days' prior written notice to City. Insurance is to be placed with admitted California insurers with an 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.

9.4 Company shall post a $300,000 performance bond or financial instrument reasonably acceptable to the City Manager as security for Company's faithful performance of each and every term, covenant and condition of this Agreement to be performed by Company, provided that the cost of such bond or other instrument shall be included in Company's Collection Costs for rate making purposes.

10. Remedies upon Default.

10.1 Company shall be deemed in default in the event Company defaults in the performance of any of the duties to be performed by it under the terms of this Agreement and fails to cure the default as further provided in this Section 10.1. City shall give Company written notice, either by mail or by personal service, setting forth the default. Company shall correct such default within thirty (30) days after receipt of such notice (within seven (7) days if City determines that the public health or safety is at risk) unless the default cannot, by its nature, be cured within said period, in which case the cure period shall be extended for such additional time

as is reasonably necessary to effect a cure, provided that Company shall commence efforts to effect a cure as soon as practicable and shall diligently pursue the cure to completion.

10.2 In the event Company's default described in Section 10.1 is of a material provision of this Agreement and is not cured as set forth in Section 10.1 or if Company has committed Multiple Breaches (defined to mean three or more defaults of material provisions of this Agreement within an eighteen (18) month period, whether cured or not) ("Material Default") City shall have the following remedies:

10.2.1 Liquidated Damages. The parties acknowledge that City will incur damages as a result of a Material Default, and that such Material Default may not warrant termination of this Agreement. The parties agree that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by City as a result of a Material Default. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that exclusive services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches. Liquidated damages shall be the City's exclusive damages remedy for any individual Material Default which does not result in termination of this Agreement by City. The amount of liquidated damages is $1,000 for each day the Material Default continues after Company fails to cure until it is either cured or the City terminates this Agreement.

10.2.2 Franchise Termination. Without further notice and without suit or other proceedings, City may cancel and annul the rights and privileges of this Agreement upon a Material Default. In the event of termination of this Agreement for Material Default, City shall have the right forthwith to grant a franchise to another scavenger service or to take possession of trucks and other equipment of Company used to perform work under this Agreement. City shall have the right to retain possession of the trucks and equipment until other suitable trucks and equipment can be purchased or otherwise acquired by City for the purpose and City shall pay Company the reasonable rental value of such trucks and equipment, and keep them in good maintenance and repair, during the time the same are used by City. City shall also have access to Company's records for the purpose of billing service accounts during the period City is providing the services described in this Agreement, and shall retain all fees collected for such services.

10.2.3 Other Remedies. Upon termination of this Agreement based on a Material Default, City shall have all other remedies in law or equity for such Material Default.

10.3 If a dispute arises between City and Company regarding fees or any other term or provision of this Agreement, the parties agree to meet and confer in good faith to resolve the dispute. Either party may request to meet and confer by written notice to the other party. Alternatively, the parties may agree to participate in non-binding mediation. If the dispute is not resolved within thirty (30) days after the written request to meet and confer has been given or after the parties have agreed to non-binding mediation, the matter, other than an action seeking specific performance or other equitable relief, damages of Twenty Five Thousand Dollars ($25,000) or less, or indemnification or insurance coverage pursuant to Section 9, shall be submitted to non-binding arbitration in accordance with Title 9 of the California Code of Civil Procedure, commencing with Section 1280, before a single neutral arbitrator ("Arbitrator") in Mendocino County. The Arbitrator shall be an attorney with at least ten (10) years' experience or a retired judge (or a person having comparable qualifications) and shall be mutually agreed upon by the parties. If the parties are unable to agree on an Arbitrator, the Arbitrator shall be appointed by the superior court in accordance with Cal. Code Civ. Proc. §1281.6. The fees and expenses of the Arbitrator shall be borne equally by the parties.

In the event such non-binding arbitration does not resolve the matter and in any other dispute that results in any court action, the parties waive any right to a jury trial and agree that any such action shall be filed in the federal or state courts in or for Mendocino County, each party hereby consents to the jurisdiction of and venue in such courts, the matter shall be governed by the internal laws of the State of California (irrespective of choice of law principles), and the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and disbursements incurred in such action from the non-prevailing party.

10.4 If Company shall at any time during the term of this Agreement or any extension thereof, become insolvent, or if proceedings in bankruptcy shall be instituted by or against Company, or if Company shall be adjudged bankrupt or insolvent by any Court, or if a receiver or trustee in bankruptcy or a receiver of any property by Company shall be appointed in any suit or proceeding brought by or against Company, or if Company shall make an assignment for the benefit of creditors, then and in each and every such case, and provided that such proceedings, adjudication, appointment or assignment, as the case may be, continue in effect for ninety (90) days without being vacated, removed or withdrawn, this Agreement shall immediately cease and come to an end, and the rights and privileges granted shall immediately be cancelled and annulled without notice or action required on behalf of City.

10.5 Notwithstanding any other provision herein, no default, delay or failure to perform on the part of either party shall be considered a breach hereunder if such default, delay or failure to perform is due to causes beyond such party's control, including, but not limited to, riots, civil disturbances, actions or inactions of governmental authorities, epidemic, war, embargoes, severe weather, fire, earthquake, acts of God, defaults by the other party or defaults by carriers. In the event of any such default, delay or failure to perform, any dates or times by which the affected party otherwise is scheduled to perform shall be extended for a period of time equal in duration to the additional time required because of the excused default, delay or failure to perform.

11. Assignment.

11.1 Company shall not directly or indirectly, voluntarily or involuntarily assign, mortgage, pledge or encumber any interest in all or a part of this Agreement without the prior written consent of City. The City Council shall have the right to determine in its sole discretion whether to approve, conditionally approve or deny any request by Company for approval under this Section. Any action requiring City Council approval under this Section that occurs without such approval shall give City the right to terminate this Agreement without prior notice to Company or its successors or assigns. For purposes of this Section, any transaction involving the transfer, sale or exchange of stock which results in a change in majority control of Company from its owners as of the date hereof (excluding transfers between such owners and transfers by any such owners to revocable living trusts for the benefit of their families) shall be an assignment subject to City review and approval.

11.2 Any written agreement between Company and an Authorized Facility for the disposal of Solid Waste generated in City entered into after the date of this Agreement shall provide that: (a) City is a third party beneficiary with the same right as a party to enforce such agreement; (b) any assignment of such agreement shall require City approval; (c) in the event such agreement is terminated during its term or any extended term by Company or by the Authorized Facility operator based on an uncured default by Company under such agreement, such agreement may be assumed by City without change, including as to disposal rates and terms; and (d) if terminated based on an uncured default by Company, any payments due but unpaid under such agreement on the date of termination shall continue to be an obligation of Company and the obligation to make any such payments shall not be assumed by City upon its assumption of such agreement.

12. Waiver. The waiver by either party of any breach or violation of any term or condition of this Agreement or of any provision of law by the other party must be in writing signed by the party to be charged, and shall not be deemed to be a waiver of the term, condition or provision of law, or of any subsequent breach or violation of the same or any other term, condition or provision of law. The acceptance by City of any franchise fee or other fee or other monies which may become due hereunder to City shall not be deemed to be a waiver of any preceding breach or violation by Company.

13. Administration. The administration and enforcement of this Agreement shall be the responsibility of the City Manager or a designated representative of that office. This section is not intended to indicate or suggest the City Manager has the authority to grant, amend, or revoke the franchise referenced herein. Nothing contained in this Agreement shall prohibit the City Manager from seeking approval from the City Council for any decision the City Manager is authorized to make under the terms of this Agreement.

14. Independent Contractor. Company, its employees and agents, are independent contractors and not employees or agents of City.

15. Notices. Whenever a notice or document is required or permitted to be served or given hereunder, it shall be deemed given or served when received if delivered by fax or email (with acknowledgment of receipt), certified U.S. Mail, overnight courier (such as UPS or Federal Express), or 48 hours after deposit in the U.S. Mail with first class postage affixed. Any such document or notice shall be addressed as follows:

City: City Manager
Ukiah Civic Center
300 Seminary Avenue
Ukiah, California 95482
FAX: 707-463-6204
Email: ssangiacomo@cityofukiah.com

Company: Ukiah Waste Solutions, Inc.
Attn: David M. Carroll, President
P. O. Box 60
Ukiah, California 95482
FAX: 707-462-2886
Email: dcarroll@candswaste.com

or to such other person or address as may be specified from time to time in writing by either party in accordance with this Section.

16. Amendments. This Agreement may be amended from time to time only by written agreement between the parties signed by an authorized representative of each party. Either party may at any time request that the service or other provisions in this Agreement be modified by delivering written notice of its requested modifications to the other party. Within thirty (30) days after receipt of any such request, the parties shall meet and negotiate in good faith on adopting such requested modifications, including, without limitation, any change to the Rates necessitated by such modifications, provided that nothing herein shall obligate either party to agree on any such requested modifications.

17. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the permitted successors and assigns of the parties.

18. Integration; Severability. This Agreement, including the Exhibits hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements between the parties, whether written or oral, relating to such subject matter, including the Prior Agreement. If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the remainder of this Agreement and the application of such provision to other persons or circumstances shall remain in effect. The

parties further agree to replace such void or unenforceable provision with a valid and enforceable provision which will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Ukiah Waste Solutions, Inc.

By: _____
President

City of Ukiah

By: _____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT B
RECYCLABLE MATERIALS AGREEMENT

EXHIBIT C
CURBSIDE RATE CALCULATION

EXHIBIT D
FIRST AMENDED AND RESTATED AGREEMENT FOR RECEIPT OF WOOD WASTE, GREEN WASTE AND MIXED ORGANIC WASTE

EXHIBIT E
INITIAL SERVICE RATES

The current rate chart is attached. Commercial Green Waste and/or Mixed Organic Waste collection is charged at the same rates as Commercial Solid Waste. The chart will need to be expanded to clarify that for Single Family Residences, the Solid Waste rate includes Recyclables, Green Waste and/or Mixed Organic Waste, and that for Multi-Family Residences and Commercial Solid Waste, Recyclables and Green Waste and/or Mixed Organic Waste collection are all billed at the cart rates listed.

Rates to collect and dispose of sludge will be competitive with current rates.

Insert replacement/additional cart/container fees.

Insert all Special Charges.

EXHIBIT B

RECYCLABLE MATERIALS AGREEMENT

THIS RECYCLABLE MATERIALS AGREEMENT (the "Agreement") is entered into as of December __, 2017 by and between Pacific Recycling Solutions, Inc. ("Buyer") and Ukiah Waste Solutions, Inc. ("Seller"). Seller and Buyer shall collectively be referred to herein as the "Parties."

WHEREAS, Seller is in the business of collecting and transporting solid waste and recyclable materials; and

WHEREAS, Buyer is in the business of processing and recycling recyclable materials; and

WHEREAS, depending on market conditions, Buyer wishes to purchase or accept and recycle Recyclable Materials and Seller wishes to sell or dispose of recyclable materials collected by Seller;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, Seller and Buyer hereby agree as follows:

1. Recyclable Materials. During the term of this Agreement, Buyer agrees to purchase or accept, and Seller agrees to sell or dispose of, all of the type(s) of recyclable materials identified in Exhibit A attached hereto and incorporated herein collected by Seller curbside from single-family residences within the California City of Ukiah ("Recyclable Materials"). The Recyclable Materials shall meet the standards and specifications set forth in Exhibit 1 or such other standards and specifications as shall be agreed upon in writing by Seller and Buyer.

2. Delivery. Delivery of the Recyclable Materials shall be made from Seller to Buyer's facility located at 3501 Taylor Drive, Ukiah, California, commonly known as the Materials Recycling Facility (the "MRF"), in accordance with a schedule as agreed upon in advance by Buyer and Seller.

3. Pricing; Payment. Buyer shall pay Seller or Seller shall pay Buyer the price per ton, as calculated each calendar month in accordance with Exhibit 2 attached hereto and incorporated herein, for each ton of Recyclable Materials that is received by Buyer in accordance with Section 2. The Recyclable Materials shall be weighed at Buyer's facility, as agreed by the parties, and proof of weight shall be provided to Seller and Buyer. Buyer shall, on a monthly basis, report to Seller the number of tons of Recyclable Materials received by Buyer hereunder during the preceding month and the amount due to Seller or Buyer. Buyer shall remit to Seller, or Seller shall remit to Buyer, the full amount due no later than the fifteenth (15th) day of the month following the month in which Recyclable Materials were received by Buyer. Within thirty (30) days after the end of each year of the term of this Agreement, the Parties shall conduct a true-up of the amounts paid and the amounts owed hereunder. Each late payment shall be subject to a late fee of one and one-half percent (1-1/2%) and shall bear interest at the higher of 10% per annum or the highest rate permitted by applicable law until paid in full. Buyer shall provide Seller with information and documents necessary or reasonably requested by Seller to substantiate the numbers used to perform the calculations and determine the price or gate fee paid or charged for Recyclable Materials in accordance with Exhibit 2.

4. Term; Default; Termination.

4.1 Subject to Section 9 below, the term of this Agreement shall be for a period commencing on January 1, 2018 (the "Effective Date") and ending upon the expiration or termination of Seller's Second Amended and Restated Waste Collection Agreement with the City of Ukiah of even date herewith (the "Collection Agreement"), including extensions, subject to earlier termination on the terms herein.

4.2 If at any time either Party determines or becomes aware that the other Party is in default under or has breached any of the terms of this Agreement, the non-defaulting Party shall provide written notice to the other Party as to the nature of such default. If the defaulting Party fails to make any payment due hereunder within five (5) days, and/or fails to cure any default in the performance of any other obligation under this Agreement within thirty (30) days, after receipt of such written notice, the non-defaulting Party shall have the right to terminate this Agreement upon giving written notice; provided, however, that, other than for failure to make any payment hereunder, in the event the defaulting party shows cause why it should be entitled to reasonable additional time to cure a default, the non-defaulting Party shall allow such reasonable additional time to cure.

5. Representations and Warranties. In performing this Agreement, each of the Parties shall fully comply with all applicable federal, state and local laws, ordinances, decisions, orders, rules or regulations. Each of the Parties shall, and shall cause any carrier with which it contracts to, handle and transport the Recyclable Materials in a safe and workmanlike manner and all of the Parties' driver personnel and any carrier with which the Parties contract are, and shall at all times relevant to the performance of this Agreement remain, properly licensed and otherwise fully qualified to perform the services required hereunder. By the commencement date of this Agreement and throughout the term of this Agreement and any extension thereof, each Party shall be duly licensed, permitted and authorized pursuant to all applicable federal, state and local laws to handle and transport the Recyclable Materials and each Party's facility or facilities will have been issued all licenses, permits and authorizations required by all applicable federal, state and local laws to handle Recyclable Materials.

6. Indemnification. Each Party hereto (the "Indemnitor") hereby agrees to indemnify, hold harmless and defend the other Party, and its owners, officers, directors, employees and agents (collectively, the "Indemnitees"), from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, judgments and costs and expenses incidental thereto, including reasonable attorneys' fees (collectively, "Damages"), which any or all of the Indemnitees may hereafter suffer, incur, be responsible for or pay out as a result of personal injuries, property damage, or contamination of or adverse effects on the environment, to the extent directly or indirectly caused by, or arising from or in connection with the breach of any representations and warranties set forth in this Agreement of, the Indemnitor, or any negligent or intentional actions or omissions or willful misconduct of the Indemnitor, its employees, officers, owners, directors or agents in the performance of this Agreement or the transportation, handling or disposition of the Recyclable Materials by the Indemnitor, its employees or subcontractors. Such indemnity shall be limited to exclude Damages to the extent they arise as a result of any negligent or intentional actions or omissions or willful misconduct of the Indemnitees or their employees, officers, owners, directors or agents. If any claims indemnified against under this paragraph have the potential for coverage under any insurance, then the indemnities set forth in this Agreement shall apply only to the extent the amount of any indemnified claim exceeds all amounts collected under any insurance covering such claim. Before pursuing recovery under this indemnity, the Indemnitees shall exhaust all recovery available for such claim from insurance.

7. Insurance. Each of the Parties shall obtain and maintain during the term of this Agreement commercial general liability insurance which conforms to the industry standard for the services being performed by each hereunder and workers' compensation insurance that complies with applicable state statutory requirements.

8. Assignment. This Agreement shall be binding upon the successors and assigns of the Parties hereto; provided, that no assignment of this Agreement shall be binding upon the other Party without the other Party's consent, which consent shall not be unreasonably withheld or delayed; and provided further, that no assignment shall be valid and binding which endeavors to relieve the assigning Party of any obligations to make payments hereunder which accrued prior to the date of assignment or in which the assignee does not affirmatively agree, in writing, to assume all obligations of the assignor under

this Agreement. No assignment can be made without the prior written approval of the City of Ukiah, exercising its rights in accordance with Section 11 of the Collection Agreement.

9. Force Majeure. Except for the obligation of Buyer to pay for Recyclable Materials purchased by Buyer or the obligation of Seller to pay for Recyclable Materials disposed of by Seller, the performance of this Agreement may be suspended to the extent that and for so long as either Party's obligations hereunder are delayed or hindered by a cause or causes beyond the reasonable control of such Party. Such causes shall include, but not be limited to, acts of God, landslides, lightning, forest fires, storms, floods, freezing, earthquakes, civil disturbances, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, public riots, breakage, explosions, or other similar causes.

10. General Provisions.

(a) No waiver by either Party of any one or more defaults or breaches by the other in the performance of this Agreement shall operate or be construed as a waiver of any future defaults or breaches, whether of a like or different character. If any provision of this Agreement is declared invalid or unenforceable, then such portion shall be deemed to be severable from this Agreement and shall not affect the remainder hereof.

(b) This Agreement and all Exhibits hereto represent the entire understanding between the Parties and no representations, statements or agreements, unless agreed to by the parties in writing, shall modify, change, amend or otherwise affect the obligations undertaken in this Agreement. This Agreement supersedes, as of the Effective Date, the prior Recyclable Materials Agreement between the Parties dated October __, 2011, and may only be amended by a written agreement executed by Seller and Buyer and approved by the City of Ukiah.

(c) All notices under this Agreement shall be in writing and shall be effective if delivered personally or sent by certified mail, postage prepaid, or by overnight carrier or confirmed facsimile to the addresses set forth on the signature page hereto or to such other address as either Party shall specify by written notice so given. Any notice sent by mail shall be deemed given and received three (3) business days after the date deposited in the mail. Any notice given by personal delivery or sent by overnight carrier or confirmed facsimile shall be deemed given upon receipt.

(d) The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the internal laws of the state of California, irrespective of choice of law principles, and applicable federal laws and regulations.

(e) The City of Ukiah shall be considered a third party beneficiary of this Agreement with all of the rights of a party to enforce the provisions of this Agreement.

EXECUTED and effective as of the Effective Date.

Pacific Recycling Solutions, Inc.	Ukiah Waste Solutions, Inc.
By: _____	By: _____
Its: _____	Its: _____
Address for receipt of notices:	Address for receipt of notices:
_____	_____
_____	_____
_____	_____

EXHIBIT 1

TYPES, STANDARDS & SPECIFICATIONS OF RECYCLABLE MATERIALS

Material Specifications

During the course of operations, any changes to the material specifications for any inbound commodity will be agreed to by both Parties prior to introduction of the new commodity.

Residential Materials

Materials collected through curbside recycling include: glass bottles and jars, tin and aluminum cans, aluminum foil, plastic food and beverage containers (#1-#7) and milk and juice cartons, newspaper, OCC, magazines, junk mail, chipboard, white and office paper, and telephone books. Inbound materials may not contain more than 5% reject material.

Commercial Materials

Clean Corrugated Containers

Consists of baled or loose corrugated containers having liners of either test liner, jute or kraft.

Prohibitive materials…….1%

Total Outthrows may not exceed …….5%

Mixed Office Paper

Consists of office fiber waste including envelopes, files, file folders, white ledger, color ledger, CPO, copy paper (coated or uncoated), brochures, forms and associated staples, clips, bindings and bands.

- Prohibitives include glass, food, shredded paper, restroom waste and hospital waste.
- Total outthrows may not exceed 5%.

EXHIBIT 2
Pricing Schedule

(a) Monthly Calculation of Tonnage Payment. The price per ton of Recyclables delivered by Seller to Buyer during any calendar month shall be calculated in accordance with Table 1 below.

Table 1

	Composite Market Value		Payment Due
	From	To	Amount / Ton
No Payment Due	**$115.00**	**$154.99**	**$0.00**
Payment to PRS	**$105.00**	**$114.99**	**$15.00**
	$95.00	**$104.99**	**$25.00**
	$85.00	**$94.99**	**$35.00**
	$75.00	**$84.99**	**$45.00**
	$74.99	**and below**	**$55.00**
Payment to UWS	**$155.00**	**$164.99**	**$5.00**
	$165.00	**$174.99**	**$10.00**
	$175.00	**$184.99**	**$15.00**
	$185.00	**$194.99**	**$20.00**
	$195.00	**and up**	**$25.00**

*CMV means weighted average "Composite Market Value" computed according to (b) below.

By way of example, using the tiers set forth in Table 1, Buyer or Seller shall pay for each ton of Recyclables delivered as follows:

Month	Year	UWS Recycle Tons	Example CMV	PRS Recycle Cost	UWS Recycle Cost
Jul	2017	225.00	$123.41	$0.00	$0.00
Aug	2017	225.00	$121.50	$0.00	$0.00
Sep	2017	225.00	$157.75	($5.00)	($1,125.00)
Oct	2017	225.00	$155.10	($5.00)	($1,125.00)
Nov	2017	225.00	$130.50	$0.00	$0.00
Dec	2017	225.00	$125.00	$0.00	$0.00
Jan	2018	225.00	$119.10	$0.00	$0.00
Feb	2018	225.00	$115.50	$0.00	$0.00
Mar	2018	225.00	$110.25	$15.00	$3,375.00
Apr	2018	225.00	$108.50	$15.00	$3,375.00
May	2018	225.00	$104.00	$25.00	$5,625.00
Jun	2018	225.00	$106.70	$15.00	$3,375.00
2017-2018 Comparison Year					**$13,500.00**

(b) Composite Market Value (CMV).

The CMV for each calendar month during the term of the Agreement (commencing with January, 2018) shall equal the CMV calculated by the following per ton weighted profile, with each category of Commodity being multiplied by the average actual market price, for such Commodity, including any California Redemption Value, for such month, FOB at the PRS Facility. The Composition percentages and/or the commodity categories in the first two columns below shall be reviewed every three (3) months after the Effective Date (beginning January 1, 2018) and will be revised to reflect actual MRF commodity throughput.

Composite Market Value Grid
Annual Mo Average 2016 / 2017

% Composition	Commodity	Scrap Value/Ton	CRV Value/Ton	Weighted Value/Ton
14.75%	OCC #11	$152.75		$22.53
23.07%	ONP #7	$93.92		$21.67
21.01%	Mixed Paper	$93.92		$19.73
0.53%	HDPE Color	$239.42	$80.00	$1.69
0.51%	HDPE Natural	$447.58	$80.00	$2.69
1.94%	PET	$142.17	$1,140.00	$24.87
1.25%	#3 - #7 MRP	$6.13		$0.08
1.82%	Tin	$31.42		$0.57
24.41%	Glass 3 Mix	($40.00)	$84.00	$10.74
0.71%	Alum Cans	$941.67	$3,020.00	$28.13
10.00%	Residual	($92.90)		($9.29)
100.00%				**$123.41**

Ukiah Waste Solutions Curbside Rate
Annual Adjustment Calculations
Effective Date January 1, 2018

Comparison Year Costs		**Index**	**Increase / Decrease Allowed**	
TOTAL COSTS	**$3,403,987.29**			
Less: Fuel Cost	$143,594.12	Fuel	15,847.62	
Less Disposal Fees - Garbage	$1,017,118.77	SWS TS Gate	59,704.87	
Equipment and Labor Adjustment			229,062.73	
Less: Disposal Fees - Mixed Organic Waste	$66,897.11	Negotiated	983.48	
Remove 10 & 20 Gallon Carts			(220,642.92)	
Add Enclosure Fee			(80,000.00)	
Less City Landfill Closure Costs	$60,000.00	Set by City	0.00	
Less City Commercial Oversight fee	$9,999.96	Set by City	0.00	
Collection Costs before Recycle Adjustment	**$2,106,377.33**			
Recycle (Credit) / Charge			**0.00**	**Amount + or -**
Change in Franchise Fee & Billing Costs			76,361.64	
Collection COSTS Subject to CPI adj.	**$2,106,377.33**	CPI Bay Area	73,301.93	
Per Adjustment Summary			**154,619.35**	**TOTAL**

Revenue base	**Residential**	**Commercial**	**Roll Off**	**Commercial & RO Revenue**
	0.00%	**88.28%**	**11.72%**	**100.00%**
	$908,340.46	**$2,248,776.27**	**$298,631.76**	**$2,547,408.03**
2017 Comparison Year Revenue	**$908,340.46**	**$2,248,776.27**	**$298,631.76**	**$2,547,408.03**
Fuel Cost	$0.00	$13,989.81	$1,857.81	$15,847.62
Disposal Fees - MOW	$0.00	$868.19	$115.29	$983.48
Equipment and Labor Adjustment	$0.00	$202,209.79	$26,852.94	$229,062.73
Add Enclosure Fee	$0.00	($70,621.63)	($9,378.37)	($80,000.00)
Remove 10 & 20 Gallon Carts	$0.00	($194,777.03)	($25,865.89)	($220,642.92)
Landfill closure cost	$0.00	$0.00	$0.00	$0.00
Commercial Oversight fee	$0.00	$0.00	$0.00	$0.00
Other Regulatory & Governmental Costs	$0.00	$0.00	$0.00	$0.00
Disposal Fees - Garbage	$0.00	$52,705.69	$6,999.18	$59,704.87
CPI adjustment	$0.00	$64,708.77	$8,593.16	$73,301.93
Recycle (Credit) / Charge	$0.00	$0.00	$0.00	$0.00
Total before franchise and billing fees	$908,340.46	$2,317,859.86	$307,805.88	$2,625,665.74
Franchise & Billing Fees	$0.00	$67,409.79	$8,951.85	$76,361.64
Adjusted revenue	$908,340.46	$2,385,269.65	$316,757.73	$2,702,027.38
Revenue Adjustment	$0.00	$136,493.38	$18,125.97	**$154,619.35**

Rate adjustment as a percent	**6.07%**

Ukiah Waste Solutions Curbside Rate
Annual Adjustment Calculations
Effective Date January 1, 2018

Fuel - June to June (EIA Petroleum & Other Liquids)

See Fuel Cost Adjustment Worksheet

CPI Bay Area - June to June (Index)

June 2016	June 2017	Index Increase (Decrease)
266.041	275.304	9.263
	CPI % Change	**3.48%**

Transfer Station Fee (Disposal Fees - Garbage) Jan to Jan

January 2016	January 2017	Increase (Decrease)
$92.90	$98.35	$5.45
	Transfer Station Fee % Change	**5.87%**

Mixed Organic Waste Disposal Fee (Disposal - Green Waste) Jan to Jan

	June 2016	June 2017		Increase (Decrease)
PRS 90% CPI Jun to Jun	241.018	244.955	3.937	1.47%
CCC 90% CPI Jun to Jun	0	0	0	0.00%
	$41.51	$42.12		1.47%
		Disposal Fee - Green Waste % Change		**1.47%**

Landfill Closure Costs Jan to Jan

January 2016	January 2017	Increase (Decrease)
$60,000.00	$60,000.00	$0.00
	Landfill Closure Costs % Change	**0.00%**

Commercial Oversight Fee Jan to Jan

January 2016	January 2017	Increase (Decrease)
$10,000.00	$10,000.00	$0.00
	Commercial Oversight Fee % Change	**0.00%**

Recycle (Credit) / Charge June to June

	Amount Received	**Amount Paid**	**Adj Amount**	
June 2017	$0.00	$0.00	$0.00	
		Recycle Credit	**$0.00**	**To E16 Above**

City Franchise Fee	**15%**	**City Billing Fee - Residential Customers**	**3%**

EXHIBIT D

FIRST AMENDED AND RESTATED AGREEMENT FOR RECEIPT OF WOOD WASTE, GREEN WASTE AND MIXED ORGANIC WASTE

THIS FIRST AMENDED AND RESTATED AGREEMENT FOR RECEIPT OF WOOD WASTE, GREEN WASTE AND MIXED ORGANIC WASTE (the "Agreement") is entered into as of October __, 2015 ("Effective Date") by and between Pacific Recycling Solutions, Inc., a California corporation ("PRS"), Ukiah Waste Solutions, Inc., a California corporation ("UWS"), and Solid Wastes Systems, Inc., a California corporation ("SWS"), with reference to the following:

A. PRS owns and operates a green waste and wood waste processing facility located at 4260 North State Street and 3501 Taylor Drive and 3515 Taylor Drive, Ukiah, California (the "Facility").

B. The Facility is permitted to receive Green Waste and Wood Waste and currently accepts and processes such materials received from SWS and UWS in accordance with that certain Agreement for Receipt of Wood and Green Waste dated December 12, 2011 (the "Prior Agreement") which provides for disposal of approximately 10,000 tons, but without limit subject to the Facility's permitted capacity, annually of Materials (as defined below) at the Facility.

C. SWS is party with the City of Ukiah (the "City") to that certain First Amended and Restated Transfer Station Agreement of even date herewith for the operation of the Ukiah Valley Transfer Station for the receipt, collection, transportation and disposal of municipal, commercial and industrial solid waste (the "TS Agreement"), and UWS is party with the City to that certain First Amended and Restated Waste Collection Agreement of even date herewith for the collection and disposal of solid waste (the "Collection Agreement"), which agreements have been amended and restated to allow for the recycling of Food Waste and Mixed Organic Waste.

D. Prior to receiving Food Waste or Mixed Organic Waste, the Facility must be fully permitted to receive, commingle, store and handle Food Waste and Mixed Organic Waste.

E. The parties wish to amend and restate the Prior Agreement on the terms herein effective as of the Effective Date, so that this Agreement shall supersede the Prior Agreement as of the Effective Date, when the Prior Agreement shall cease to have any effect (except for periods prior to the Effective Date).

In consideration of the aforementioned recitals and upon the terms and conditions herein set forth, the parties hereto agree as follows:

1. Definitions: The following terms shall have the respective meanings set forth below:

"Green Waste" shall mean green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small wood pieces and other types of organic yard waste, provided that dead trees and branches may not exceed six (6) inches in diameter or four (4) feet in length.

"Food Waste" shall mean food scraps, paper tissues, paper napkins and towels, coffee grounds and filters, pizza boxes, food soiled paper plates and cups, and miscellaneous paper not suitable for recycling that is discarded (as from a Commercial or Residential Property kitchen).

"Mixed Organic Waste" shall mean Green Waste and Food Waste.

"Wood Waste" shall mean unpainted and untreated lumber and boards.

"Materials" shall mean Green Waste, Wood Waste, Food Waste and Mixed Organic Waste.

"Process" shall mean handle, grind or chip and recycle (including by composting or anaerobic digestion) Materials.

"CCC Agreement" shall mean the Agreement for Mixed Organic Waste Services between PRS and Cold Creek Compost, Inc. ("CCC") dated September 15, 2015, a true and correct copy of which is attached hereto as Exhibit 1.

2. Agreement to Accept Materials: PRS agrees to accept and Process all Materials received at SWS's transfer station or collected by UWS, as provided for under the TS Agreement, the Collection Agreement, and the CCC Agreement and delivered by SWS or UWS to the Facility, on the terms herein; provided, however, that PRS shall not accept Food Waste or Mixed Organic Waste until it has been fully permitted to receive, commingle, store and handle such Materials. PRS shall receive and process all such Materials in strict compliance with its permits.

3. Processing Rates: As consideration for the receipt and proper Processing by PRS of the Materials delivered by SWS and UWS, SWS and UWS shall each pay PRS the following fees: (a) Thirty Dollars ($30.00) per ton for Green Waste and/or Wood Waste received by PRS at the Facility from SWS and UWS, respectively (the "GW Processing Rate"); and (b) Thirty Dollars ($30.00) per ton for Food Waste and/or Mixed Organic Waste received by PRS at the Facility from SWS and UWS, respectively (the "MOW Processing Rate"). The GW Processing Rate and the MOW Processing Rate shall each be adjusted pursuant to Paragraph 4 herein. Fees shall be paid by SWS and UWS within thirty (30) days of receipt from PRS of a written invoice detailing the amount of Materials received by PRS for each month.

4. Adjustment of Processing Rates:

a. **Adjustment based on CPI:** PRS shall have the right, commencing on January 1, 2016 and annually thereafter, to increase or decrease the GW Processing Rate and/or the MOW Processing Rate by a percentage equal to the applicable percentage increase or decrease, if any, in the Consumer Price Index, All Urban Consumers, U.S. City Average, All Items (1982-1984=100), published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), for the preceding year, using the Index published for the month nearest the beginning and the month nearest the end of such year. The "applicable percentage" shall be 100% for the GW Processing Rate, and 90% for the MOW Processing Rate. If PRS forgoes the application of a CPI adjustment in any year, that adjustment will be treated as a zero increase (decrease) in subsequent years, and shall not be retroactively recouped.

b. **Adjustment for Government Taxes:** Notwithstanding any other provision herein, to the extent any government having jurisdiction over the Facility should impose any fee or tax ("Government Tax") on the Facility associated with the Processing of Materials, the GW Processing Rate and/or the MOW Processing Rate, as the case may be, shall be increased by the amount of such Government Tax, either at the per ton rate of such Tax or if such Tax is not assessed on a per ton basis, in the proportion that the total tonnage of relevant Materials PRS reasonably projects to accept from SWS and UWS during the period for which the Government Tax will pertain compared with other users of the Facility. On each adjustment of the GW Processing Rate and/or the MOW Processing Rate, PRS shall deliver to SWS and UWS written notice stating the adjusted GW Processing Rate and/or MOW Processing Rate.

c. **Five year review:** During calendar year 2016 only, the parties and the City shall review the per ton MOW Processing Rate to determine what increase to that rate is warranted, effective as

of January 1, 2017, to cover the costs incurred by PRS to accommodate the processing of MOW (the "New Program"), including, but not limited to, the capital costs of improvements to the PRS Facility, operational costs, transportation costs, and other costs (not included under Section 4.d) required to accommodate the New Program and shall allow for a reasonable profit to PRS. During calendar year 2016 and every five years thereafter, the parties and the City shall review the GW Processing Rate to determine to what extent, if any, changes in 1) the market value for Green Waste and Wood Waste, 2) attendant costs including, but not limited to, changes in processing, transfer and transportation costs, and 3) the gate fee charged by CCC, pursuant to the CCC Agreement, or any successor processing site agreement, warrant an adjustment in the GW Processing Rate to account for changes in such costs, and the income produced from processed green waste and wood waste. If receiving, transfer and processing costs have become substantially more or less and/or the income produced from processed material has substantially increased or decreased during the five year period since the Effective Date or during the five year period since the last rate review, the GW Processing Rate shall be adjusted to account for these changes starting on January 1, 2017, and every five (5) years thereafter based upon such five year review process, provided that no such adjustment shall reduce the GW Processing rate to less than Thirty Dollars ($30.00) per ton.

d. **CCC Agreement Adjustments:** In addition to adjustments under subparagraphs a., b. and c. above, any change in the gate fee charged by CCC pursuant to the CCC Agreement for Local Annual Tonnage (as defined in the CCC Agreement), or by any City-approved successor processing site for similar Materials under its agreement with PRS, that are not in either case the subject of adjustments pursuant to subparagraphs a., b. or c. above, shall be treated as an immediate pass through adjustment to the MOW Processing Rate effective as of the date of such change. For example, effective January 1, 2017 and in addition to any adjustments under subparagraphs a., b. and c. above for the period from the Effective Date through January 1, 2017, the MOW Processing Rate will be increased by Ten Dollars ($10.00) per ton by virtue of the Ten Dollar ($10.00) per ton increase in the gate fee charged PRS by CCC for Local Annual Tonnage under the CCC Agreement effective on such date.

5. Term of Agreement: This Agreement shall expire as to each of SWS and UWS on the expiration of the TS Agreement or the Collection Agreement, respectively, including extensions, subject to earlier termination, as follows. PRS, on the one hand, and either of SWS or UWS, on the other, shall be entitled to terminate this Agreement in the event of the other party's material breach hereof unless such breach is cured within thirty (30) days after written notice thereof. This Agreement shall terminate automatically as to any party in the event of such party's insolvency, bankruptcy, assignment for the benefit of creditors or other debt reorganization unless, in the case of bankruptcy, the petition is removed or withdrawn within thirty (30) days.

6. Type of Waste: PRS shall only accept, and SWS and UWS shall only be entitled to provide, Materials not containing any prohibited substances or hazardous waste. PRS shall be entitled to inspect the Materials and reject and/or return to SWS or UWS any Materials that are not in conformance with the standards set forth herein. Notice of rejection of non-conforming Materials shall be given in writing prior to the close of business on the day PRS receives such non-conforming Materials at the Facility. Failure to provide written notice in accordance with the terms of the preceding sentence shall forfeit PRS's right to reject such non-conforming Materials. SWS or UWS, as the case may be, shall bear all costs associated with inspecting, testing and rejecting any non-conforming Materials. Each party agrees to comply with all laws applicable to such party in the performance of its duties hereunder.

7. Amount of Waste to be Delivered: SWS and UWS shall deliver an aggregate minimum of 30 tons per day and an aggregate maximum of 75 tons per day of Materials to the Facility.

8. Time of Delivery: SWS and UWS shall be entitled to deliver Materials to the Facility six (6) days a week, Monday thru Saturday during normal operating hours.

9. Attorney's Fees: If any litigation is commenced between PRS and SWS or PRS and UWS to collect any sums due under this Agreement, or concerning any provisions of this Agreement, the

prevailing party in such litigation shall be entitled, in addition to such other relief deemed appropriate by the court, to reasonable attorney's fees and expenses incurred in connection with such litigation.

10. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the successors and assigns of SWS, UWS and PRS.

11. Confidentiality: No party shall disclose the GW Processing Rate or the MOW Processing Rate to any person except with the express written permission of the other parties, which permission shall not be unreasonably withheld. Without limiting the generality of the foregoing, PRS shall agree to allow SWS or UWS to disclose such Processing Rates as may be reasonably requested or required by the City under the TS Agreement or the Collection Agreement.

12. Counterparts: This Agreement may be executed in counterparts, and shall be effective when fully executed by all of the parties. The parties agree to accept signatures transmitted by facsimile.

13. Third Party Beneficiaries: The City of Ukiah shall be deemed a third party beneficiary of this Agreement with all of the rights of a party to enforce the terms of this Agreement.

14. Assignment: No assignment of this Agreement can be made without the prior written approval of the City and may be assumable by the City, exercising its rights under Section 11 of each of the Waste Collection Agreement or the TS Agreement.

IN WITNESS WHEREOF, this Agreement is entered into as of the date first set forth above.

PACIFIC RECYCLING SOLUTIONS, INC.

By: _____

SOLID WASTES SYSTEMS, INC.

By: _____

UKIAH WASTE SOLUTIONS, INC.

By: _____

EXHIBIT 1

CCC AGREEMENT

Effective Date January 1, 2018

SUMMARY OF RATE ADJUSTMENT FOR STANDARD SERVICES

Service Level	YEAR 2018	New 2018 Rate
Curbside Service		
No Service Minimum Charge	$	10.00
10 gallon can rate*		N/A
20 gallon can rate*		N/A
32 gallon can rate		18.63
68 gallon can rate		44.03
95 gallon can rate		62.02
Other combinations - rate per gallon		0.73
1 yard bin rate		131.80
1.5 yard bin rate		155.74
2 yard bin rate		207.67
3 yard bin rate		311.48
4 yard bin rate		415.31
6 yard bin rate		622.97
Packout Service		
32 gallon can rate		24.40
68 gallon can rate		57.31
95 gallon can rate		82.79
Other combinations - rate per gallon		0.89
Remote Area Service		
Add to the Packout Service rate.		8.14

In areas with limited access, an additional fee is charged to fund the costs of special equipment and special handling necessary to provide garbage pickup services. This fee is in addition to the "Packout Service" fee listed in this schedule.

*10 and 20-gallon containers and rates will no longer be available to new customers, effective January 1, 2018. Existing customers with these containers may continue to use them at the new 32-gallon can rate or receive a 32-gallon replacement.

Commercial / Multi-Family Service	
10 gallon can rate*	20.68
20 gallon can rate*	20.68
32 gallon can rate	20.68
68 gallon can rate	48.87
95 gallon can rate	68.87
1 yard bin rate	131.80
1.5 yard bin rate	155.74
2 yard bin rate	207.67
3 yard bin rate	311.48
4 yard bin rate	415.31
6 yard bin rate	622.97

ADDENDUM TWO TO TRANSFER STATION AGREEMENT

This Addendum Two ("Addendum Two") to that certain Second Amended and Restated Transfer Station Agreement dated October 7, 2015, as amended by Addendum One thereto dated September 21, 2016 (the "Transfer Station Agreement"), is made between the City of Ukiah, a municipal corporation (hereinafter "City"), and Solid Wastes Systems, Inc., a California corporation (hereinafter "Contractor"), effective as of December __, 2017, with reference to the following:

A. City and Contractor wish to amend the Transfer Station Agreement on the terms herein.

B. This is the second addendum to the Transfer Station Agreement. Except as expressly stated herein, all of the terms of the Transfer Station Agreement remain in full force and effect as currently written.

NOW, THEREFORE, in and for the mutual covenants herein and other good and valuable consideration, the parties hereby agree as follows:

1. Section 6.2(b)(vi) of the Transfer Station Agreement is amended to read as follows:

"CPI" means the Consumer Price Index, All Urban Consumers, All items in San Francisco-Oakland-San Jose, CA, (Series CUURA422SA0, CUUSA422SA0) (Index 1982-84=100), published by the United States Department of Labor, Bureau of Labor Statistics.

IN WITNESS WHEREOF, the parties have executed this Addendum Two as of the date first set forth above.

Solid Wastes Systems, Inc.

By: _____
President

City of Ukiah

By: _____
City Manager

ATTEST:

_____

Kristine Lawler
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

~~FIRST~~SECOND AMENDED AND RESTATED WASTE COLLECTION AGREEMENT

TABLE OF CONTENTS

Page

~~First~~Second Amended and Restated Waste Collection Agreement ~~1~~ 1

1. Franchise Grant 1

2. Definitions 2

3. Term 5

4. Franchise Fee; Other Fees 6

5. Services 6

5.1 Solid Waste 6

5.2 Recyclables 7

5.3 Green Waste and/or Mixed Organic Waste 7

5.4 Food Waste 7

5.5 Contaminated Materials 7

5.6 Changes; Missed Pick-Ups 7

5.7 Containers – Single Family Residential 8

5.8 Containers – Multi-Family Residential, Commercial and Institutional 8

5.9 Replacement or Addition of Containers 8

5.10 Personnel and Equipment 8

5.11 Disposal and Processing Facilities 8

5.12 Local Office 10

5.13 Pick-Ups at City Facilities 10

5.14 Outreach and Public Education 10

5.15 Fall Leaf Collection 11

	5.16	Spring Clean-Up Week	11
	5.17	Additional Services	11
	5.18	Permits and Licenses	11
	5.19	Diversion Requirements	11
6.	Rates		11
	6.1	Establishment of Rates	11
	6.2	Modification Based on Consumer Price Index, Fuel Index, Recycling Reduction and Certain Pass-Through Costs	11
	6.3	Modification Based on Changes in Pass-Through Costs	13
	6.4	Five Year Review	14
	6.5	Modification Based on Extraordinary Items	14
	6.6	Billing	14
	6.7	Proposition 218	15
7.	Provisions Applicable to Equipment and Personnel		15
8.	Records and Reports		16
9.	Hold Harmless and Insurance		16
10.	Remedies upon Default		17
11.	Assignment		19
12.	Waiver		20
13.	Administration		20
14.	Independent Contractor		20
15.	Notices		20

16. Amendments 21

17. Successors and Assigns 21

18. Integration; Severability 21

Exhibit A –Reserved

Exhibit B –Recyclable Materials Agreement 24

Exhibit C – Curbside Rate Calculation 25

Exhibit D – First Amended and Restated Agreement for Receipt of Wood Waste, Green Waste and Mixed Organic Waste 26

Exhibit E – Initial Service Rates 27

~~FIRST~~SECOND AMENDED AND RESTATED WASTE COLLECTION AGREEMENT

This ~~First~~Second Amended and Restated Waste Collection Agreement (the "Agreement") is made as of ~~October __, 2015~~December __, 2017, by and between the City of Ukiah, a municipal corporation (hereinafter "City"), and Ukiah Waste Solutions, Inc., a California corporation (hereinafter "Company~~"),~~" or "Contractor"), with reference to the following:

WHEREAS, Company currently collects and disposes of Solid Waste generated in City pursuant to that certain First Amended and Restated Waste Collection Agreement dated ~~December 12, 2011~~October 7, 2015 (the "Prior Agreement"); and

WHEREAS, Company has invested its own funds to acquire land and facilities that increase diversion of Solid Waste from landfills, reduce greenhouse gasses, and create new jobs; and

WHEREAS, ~~City has approved a Mixed Organic Waste Curbside Recycling Program (the "New Program"); and~~

~~WHEREAS,~~ the parties wish to amend and restate the Prior Agreement on the terms herein ~~in order to accommodate the New Program~~;

NOW, THEREFORE, in and for the mutual covenants herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Franchise Grant.

1.1 City hereby grants to Company, and Company hereby accepts from City, the exclusive franchise right and privilege, subject only to Section 1.3 below, to Collect, remove, transport, Recycle, Process, compost and Dispose of all Solid Waste generated in City in accordance with the provisions of City's laws and regulations pertaining to the accumulation, collection and removal thereof and any other applicable law, including applicable State and Federal statutes or administrative rules.

1.2 All Solid Waste Collected by Company pursuant to this Agreement shall become the property of Company upon its possession thereof, provided that nothing in this section shall be deemed a waiver by City of its rights and duties under this Agreement.

1.3 The franchise granted to Company hereunder shall in all respects be exclusive, except as otherwise provided by applicable law and as follows:

(a) Recyclables generated at any Residential, Commercial or Institutional Property that are Source Separated may be (i) transported personally by the Generating person for sale or donation to a Processing facility that has been duly approved and authorized as such by a governmental or other appropriate authority, including beverage containers Recycled at authorized facilities under the California Beverage Container Recycling Litter Reduction Act, (ii)

may be sold or donated by the Generating person to any Charitable Entity, or (iii) sold by the Generating person to any licensed Recycler (provided the Generating person is not charged any amount by such Recycler, directly or indirectly);

(b) Solid Waste Generated at any Residential, Commercial or Institutional Property may be personally transported by the person Generating same to any licensed landfill, transfer station or materials recovery facility;

(c) Green Waste removed from a Residential, Commercial or Institutional Property by a gardening, landscaping or tree trimming contractor as an incidental part of a comprehensive service offered by such contractor, rather than as a hauling service, may be disposed of by such contractor at any licensed transfer station or materials recovery facility, provided that such contractor does not store the box, bin or container used for such purpose at the location where the service is provided or remove such box, bin or container from such contractor's truck;

(d) Construction Debris and Demolition Debris removed from a Residential, Commercial or Institutional Property by a licensed construction or demolition contractor using its own employees and equipment as an incidental part of a comprehensive service offered by such contractor, rather than as a hauling service, may be disposed of by such contractor at any licensed transfer station or materials recovery facility, provided that such contractor does not store the box, bin or container used for such purpose at the location where the service is provided or remove such box, bin or container from such contractor's truck; and

(e) Hazardous Waste and Household Hazardous Waste may be disposed of in any lawful manner.

1.4 To the extent permitted by applicable law, City agrees to take such steps as may be reasonably necessary to protect (a) Company's ownership of Solid Waste, including Recyclables, Green Waste and/or Mixed Organic Waste, placed at the curbside or designated collection location for Collection by Company under the terms of this Agreement, and (b) Company's exclusive rights to collect all Solid Waste, including Recyclables, Green Waste and Mixed Organic Waste, in accordance with the terms hereof. City's obligation under this Section 1.4 is subject to Company's agreement, upon request of City, to reimburse City's reasonable expenses, including attorneys' fees and litigation expenses, incurred in taking steps as agreed upon herein; provided, however, that nothing herein shall prevent Company from taking any lawful action to protect its rights hereunder.

1.5 Except as expressly provided herein, this Agreement shall supersede the Prior Agreement as of the Effective Date set forth in Section 3 below, when the Prior Agreement shall cease to have any effect (except for periods prior to such Effective Date).

2. Definitions.

2.1 "Authorized Facility" means a Disposal or Processing facility that has received

and is maintaining in good standing all regulatory or other approvals required by law to perform the task for which Company is using the facility and which has been approved by the City pursuant to Section 5.11 below.

2.2 “Billing Fees” means the billing fees payable to City pursuant to Section 6.6 below, including any fees or charges adopted to replace or supplement such billing fees.

2.3 “CCC” means Cold Creek Compost, Inc.

2.4 “Change in Law” means the enactment, adoption, promulgation, issuance, modification, or written adoption or change in administrative or judicial interpretation on or after the Effective Date of, any law, regulation, rule, order, judgment, decree, permit, approval or other requirement of any governmental agency (including City) having jurisdiction over this Agreement or Company’s performance hereunder.

2.5 "Charitable Entity" means any not-for-profit organization or entity maintained for community service, education or the public good, including service clubs, scouting organizations, religious and educational organizations and recognized charities.

2.6 "Collect" or "Collection" means the collection, transportation and removal of Solid Waste within and from City.

2.7 "Commercial Property" means property upon which business activity is conducted, including but not limited to retail sales, services, wholesale operations, manufacturing and industrial operations, but excluding businesses conducted upon Residential Property that are permitted under applicable zoning regulations and are not the primary use of the property.

2.8 "Construction Debris" means used or discarded construction materials generated during the construction or renovation of a building, structure or other man-made improvement on a Residential, Commercial or Institutional Property.

2.9 "Containers" means any and all types of Solid Waste receptacles supplied by Company, including but not limited to rectangular bins, cylindrical containers, and any and all other kinds of receptacles or bags, irrespective of size or shape.

2.10 “Customer” means the owner or occupant of Residential, Commercial or Institutional Property.

2.11 "Demolition Debris" means used construction materials generated during the razing or renovation of a building, structure or other man-made improvement on a Residential, Commercial or Institutional Property.

2.12 “Disposal” means the permanent placing of Solid Waste in a facility legally permitted to receive it.

2.13 “Disposal Costs” means Company’s costs to deposit Solid Waste collected under this Agreement at the Transfer Station (as defined in Section 5.11 below) or any other Authorized Facility.

2.14 “Food Waste” means food scraps, including animal and vegetable foods, paper tissues, paper napkins and towels, coffee grounds and filters, pizza boxes, food soiled paper plates and cups, and miscellaneous paper not suitable for recycling that is discarded (as from a Commercial or Residential Property kitchen).

2.15 “Franchise Fees” means the franchise fees payable to City pursuant to Section 4 below, including any fees or charges adopted to replace or supplement such franchise fees.

2.16 “Generate” means to create or render. A Customer is not considered to be the Generator of Solid Waste if the material has merely been transported or moved to the Customer’s site.

2.17 "Green Waste" means tree trimmings, grass cuttings, plants, leaves, branches and trees (not more than six (6) inches in diameter or more than four (4) feet in length) and similar materials generated at a Residential, Commercial or Institutional Property.

2.18 "Hazardous Waste" means all substances defined as Hazardous Waste, acutely Hazardous Waste or extremely Hazardous Waste by the State of California, or identified as Hazardous Waste by the U.S. Environmental Protection Agency, under applicable laws or regulations.

2.19 "Household Hazardous Waste" means Hazardous Waste that is generated at Residential Properties.

2.20 "Institutional Property" means the premises or site of any governmental entity, including city, county, state and/or federal buildings, public schools, colleges, and public recreational sites.

2.21 "Mixed Organic Waste" means Green Waste and Food Waste.

2.22 “Multi-Family Residential Property” means any building or structure, connected structure or series of structures used for residential purposes, and consisting of three (3) or more distinct dwelling units, irrespective of whether the dwelling units are rental units or are owner-occupied.

2.23 “Pass-Through Costs” means Disposal Costs, Processing Costs and Regulatory Costs.

2.24 “Processing” means the act of salvaging, reprocessing, marketing and selling or reusing Recyclables (including Green Waste and Mixed Organic Waste) for the purpose of Recycling, whether directly or through one or more third parties (including, in the case of Green Waste and Mixed Organic Waste, composting or anaerobic digestion), and shall include other means of diverting Solid Waste from landfills.

2.25 “Processing Costs” means fees, if any, paid by Company to a Processing Facility for Processing Recyclables, Food Waste, Green Waste, Mixed Organic Waste, Wood Waste and Solid Waste collected by Company. The amount paid by Company to PRS for Food Waste, Mixed Organic Waste, Green Waste or Wood Waste delivered to the PRS Facility shall be as determined under that certain First Amended and Restated Agreement for Receipt of Wood Waste, Green Waste and Mixed Organic Waste among PRS, UWS and SWS of even date herewith and attached as Exhibit D hereto (the “PRS Agreement”).

2.26 "Recyclables" means Solid Waste which may be reused or processed into a form suitable for reuse through reprocessing or remanufacture consistent with the requirements of the California Integrated Waste Management Act of 1989, as amended (“AB 939”), including, without limitation, paper, newsprint, printed matter, pasteboard, paper containers, cardboard, glass, aluminum, PET, HDPE, and other plastics, beverage containers, compostable materials (including Green Waste and Food Waste), and wood, brick and stone in reusable size and condition. Recyclables shall include those items of Construction Debris and Demolition Debris which are described in this Sections 2.8 and 2.11. Company shall report changes in Recyclables collected at the curbside to the City Manager who must approve those changes.

2.27 “Recycle” means the process of reusing or processing Solid Waste into a form suitable for reuse consistent with the requirements of AB 939.

2.28 “Regulatory Costs” means all regulatory and governmental fees and charges incurred by Company in connection with providing services under this Agreement, including, without limitation, Franchise Fees, Billing Fees, commercial oversight fees and landfill closure costs payable to City.

2.29 "Residential Property" means Single Family Residential Property and Multi-Family Residential Property.

2.30 “Single Family Residential Property” means any building or structure, connected structure or series of structures used for residential purposes, and consisting of less than three (3) distinct dwelling units, irrespective of whether the dwelling units are rental units or are owner-occupied.

2.31 "Solid Waste" means all putrescible and nonputrescible residential refuse, commercial solid waste, institutional solid waste, garbage, Green Waste, Food Waste, Mixed Organic Waste and rubbish as defined in Public Resources Code Section 40191, including,

without limitation, for the purposes of this Agreement Construction Debris, Demolition Debris, Recyclables, but excluding Hazardous Waste and Household Hazardous Waste.

2.32 "Source Separated" means Recyclables that are separated at the Residential, Commercial or Institutional Property where they are generated from Solid Waste and other Recyclables that are Collected separately, and which are saleable or acceptable for Processing without further sorting, including, but not limited to, Recyclables consisting of glass, paper, plastic, cardboard, tin cans and aluminum cans which are separated from all other Recyclables and Solid Waste, Green Waste which is separated from all other Recyclables and Solid Waste, and Mixed Organic Waste which is separated from all other Recyclables and Solid Waste.

3. Term. ~~Subject~~It is the parties' intention that, subject to prior termination hereunder or thereunder, the term of this Agreement be coextensive with the term of the Second Amended and Restated Transfer Station Agreement dated October 7, 2017, as modified by Addendum One to the Transfer Station Agreement dated September 21, 2016, between City and Solid Wastes Systems, Inc. (the "Transfer Station Agreement"). Accordingly, subject to earlier termination in accordance with the terms of this Agreement, the term of this Agreement shall commence on October 1, 2015 (the "Effective Date") and continue for a period of ~~eleven (11~~sixteen (16) years and three (3) months through December 31, ~~2026~~2031, provided that ~~Company~~Contractor shall have one (1) option to extend this Agreement and the ~~franchise~~rights granted hereunder on the terms and conditions herein for a period of five (5) years (the "Option") commencing January 1, ~~2027~~2032 and ending December 31, ~~2031. Notice of Company's~~2036. Contractor's exercise of ~~such option~~the Option is subject to the following conditions: (a) notice of Contractor's exercise of the Option must be given at least ~~six (6~~twelve (12) months prior to December 31, ~~2026.~~ 2031; and (b) Solid Wastes Systems, Inc. must have satisfied conditions (b)-(d) in Section 3 of the Transfer Station Agreement. The ~~option to extend hereunder~~Option may not be exercised unless ~~Company~~Contractor is in material compliance with the terms of this Agreement ~~at the time of exercise and on December 31, 2026. It is the parties' intention that, subject to prior termination hereunder or thereunder, the term of this Agreement be coextensive with the term of the Transfer Station Agreement between City and Solid Wastes Systems, Inc. ("SWS") of even date herewith (the "Transfer Station Agreement"),~~ and Solid Wastes Systems, Inc. is in material compliance with the Transfer Station Agreement and the Transfer Station Lease attached as Exhibit F to the Transfer Station Agreement."

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4. Franchise Fee; Other Fees. Company shall be liable to City for a franchise fee equal to fifteen percent (15%) of the gross revenues collected by Company from Customers within the City limits during the term of this Agreement or such other percentage of such gross revenues as the City Council may establish from time to time. Within thirty (30) days after the end of each calendar month, Company shall send City a statement detailing gross revenue received by Company from Commercial and Institutional Customers, and from the Multi-Family Residential Customers that Company bills, for the prior calendar month, and City shall send Company a statement showing how City calculated the amounts withheld in accordance with this Section 4 and Section 6.6 below from its payment to Company for the prior calendar month. As soon as

City's billing system permits it to generate the following statement, City will provide Company within thirty (30) days after the end of each calendar month with a statement detailing the amounts billed by City to the Residential Customers billed by City, the amounts collected by City from such Customers, the amounts paid to Company and all amounts withheld from such payments in accordance with this Section 4 and Section 6.6 below for the prior calendar month. In addition, each party shall maintain copies of all its billing and collection records for three (3) years following the date of billing for inspection and verification by the other party. Company shall also owe City a Billing Fee pursuant to Section 6.6 below, a commercial oversight fee of $10,000 per calendar year and a landfill closure cost of $60,000 per calendar year. The Franchise Fee, the Billing Fee, the oversight fee and the landfill closure fee shall all be paid by means of City's withholding such amounts from the payments City makes to Company in respect of the revenues City bills to Residential Customers in accordance with Section 6.6 below. The annual oversight and landfill closure fees will each be withheld at the rate of one-twelfth per month.

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5. Services.

5.1 Solid Waste. Company shall Collect and Dispose of all Solid Waste (other than Source Separated Recyclables, which are subject to Section 5.2 below, and Source Separated Green Waste and Mixed Organic Waste, which are subject to Section 5.3 below) generated at every Single Family Residential Property within City once each week on a regularly scheduled day, and at every Multi-Family Residential, Commercial and Institutional Property within City upon a schedule established between Company and each Generating person (or the owner, landlord or property manager, in the case of Multi-Family Residential Properties), but at least once each week on a regularly scheduled day, in accordance with this Agreement. Solid Waste shall not be put out for Collection with Hazardous Waste or Household Hazardous Waste in the same Container. Company will not collect Solid Waste, including Recyclables, on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day or Christmas Day, and will make appropriate adjustments to its collection schedule in order to avoid an excessive accumulation of Solid Waste on such days.

5.2 Recyclables. On the same day as specified by Company under Section 5.1, Company shall collect all Source Separated Recyclables (other than Green Waste and Mixed Organic Waste) Generated at every Residential Property within City once each week on a regularly scheduled day in accordance with this Agreement. Company shall collect all Source Separated Recyclables (other than Green Waste and Mixed Organic Waste) Generated at every Commercial and Institutional Property within City upon a schedule established between Company and each Generating person (or the owner, landlord or property manager, in the case of Multi-Family Residential Properties), but not less frequently than weekly.

5.3 Green Waste and/or Mixed Organic Waste. On the same day as specified by Company under Section 5.1, Company shall collect all Source Separated Green Waste and/or Mixed Organic Waste Generated at every Residential Property within City once each week on a regularly scheduled day in accordance with this Agreement. Company shall collect all Source

Separated Green Waste and/or Mixed Organic Waste Generated at each electing Commercial and Institutional Property within City upon a schedule and at rates established between Company and each Generating person, but not less frequently than weekly.

5.4 Food Waste. Subject to any revisions to the Food Waste Collection Program adopted pursuant to Section 5.17, Food Waste shall be collected only in the Green Waste containers approved by the City Manager pursuant to Sections 5.7 and 5.8 below as a component of Mixed Organic Waste deposited in said containers by Customers on Residential, Commercial or Institutional Properties ~~pursuant to the New Program~~.

5.5 Contaminated Materials. Company may refuse to collect Solid Waste, Recyclables, Green Waste and/or Mixed Organic Waste Generated by, and shall not be obligated to continue to provide any Solid Waste, Recyclables or Green Waste and/or Mixed Organic Waste Container to, any person who after reasonable warning, fails to sort Solid Waste, Recyclables, Green Waste and/or Mixed Organic Waste properly, or fails or refuses to allow Company to Collect, on an exclusive basis, said person's Solid Waste, Recyclables, Green Waste and/or Mixed Organic Waste. Company shall make available to City any warning notices issued by Company for this purpose, and City shall investigate same to determine whether the person receiving the notice has violated the applicable ordinance. Company may alternatively assess a contamination charge in accordance with Exhibit E in such instances.

5.6 Changes; Missed Pick-Ups. Company shall not alter or adjust Collection services without providing prior notice to all service addresses, and any schedule modifications shall not result in reduced service frequency to any Customer. Company shall collect and remove Solid Waste and Recyclables from any premises "missed" or "skipped" during the regularly scheduled time, within one (1) working day after demand for collection is made by the Customer or City.

5.7 Containers-Single Family Residential. Company shall collect Solid Waste, Recyclables, Green Waste and Mixed Organic Waste from Single Family Residential Properties in City in the following types of Containers: Solid Waste – ~~10, 20,~~ 32, 64 or 96 gallons, Recyclables –32 (Billy Goat Run) or 96 gallons, and Green Waste and/or Mixed Organic Waste – 32 (Billy Goat Run) or 96 gallons. Company has provided and distributed one set of Solid Waste, Recyclables and Green Waste Containers, at no cost in addition to the monthly rates, to each Single Family Residential Property in City where collection can be accomplished using Company's standard curbside collection equipment, and ~~will provide such a set to each new Single Family Residential Property in City after the Effective Date, and will provide~~has also provided a new Green Waste Container or ~~modify~~modified an existing Green Waste Container of the approved size to each such Single Family Residential Property ~~upon commencement of the New Program.~~. Nothing in this section shall be deemed to preclude the use of bins or other Containers of a size and shape, which are compatible with approved rates, acceptable to and supplied by Company and, in the event City and Company shall institute new programs hereunder which require bins or other Containers of a particular size and shape, Customers on single unit Residential Properties shall use bins or other Containers supplied by Company meeting such requirements.

5.8 Containers- Multi-Family Residential, Commercial and Institutional. Company shall collect Solid Waste, Recyclables, Green Waste and/or Mixed Organic Waste from Multi-Family Residential Properties, Commercial Properties and Institutional Properties in City in a size and shape suitable for each such location from the following capacities: ~~10, 20,~~ 32, 64 or 96 gallon carts, two-yard, three-yard, four-yard and six-yard bins, and 15-yard, 20-yard and 30-yard boxes, provided that Green Waste and/or Mixed Organic Waste shall be collected only in 64 gallon carts or two-yard bins and only commingled in the same container.

5.9 Replacement or Addition of Containers. Company shall replace, at no charge to a Single Family Residential Generator but not more than once a calendar year, a Solid Waste, Recyclables or Green Waste Container that is stolen from the curb. If from time to time a Single Family Residential Generator may wish to have additional Containers, Company shall make additional Containers available for free and adjust the Generator's service rate. A replacement Container will be provided free to any Single Family Residential Generator returning the original Container for a Container of a different size, but not more than twice a calendar year. Company will maintain and repair Containers at its cost, and shall repair or replace damaged Containers, at Company's option, upon request of a Customer or City. The ownership of all Containers purchased by Company under this Agreement shall be and remain with Company.

5.10 Personnel and Equipment. Company shall furnish sufficient personnel, labor and equipment required for the Collection, removal, handling, Processing and Disposal of all Solid Waste Generated within the corporate limits of the City in compliance with this Agreement and the City's applicable law or City policy.

5.11 Disposal and Processing Facilities.

(a) Solid Waste. Company shall transport all Solid Waste collected by it in City to the transfer station operated by SWS and located at 3151 Taylor Drive, Ukiah, California (the "Transfer Station"). All of such Solid Waste that is not Recycled shall be hauled to a licensed disposal facility in accordance with the terms of the Transfer Station Agreement. The gate fee paid by Company to SWS for Solid Waste delivered to the Transfer Station shall be as determined under the Transfer Station Agreement.

(b) Recyclables. Company shall transport all Source Separated Recyclables (other than Green Waste and Mixed Organic Waste) Collected by it curbside from Residential Customers in City to the materials recovery and green waste facility operated by Pacific Recycling Solutions, Inc. ("PRS") and located at 4260 North State Street and 3501 Taylor Drive and 3515 Taylor Drive, Ukiah, California (the "PRS Facility") for Processing~~-~~ pursuant to the Amended and Restated Recyclable Materials Agreement between PRS and Company attached hereto as Exhibit B (the "Recyclable Materials Agreement"). Company shall transport all other Recyclables collected in City to the Transfer Station. Any residue from such Recyclables that cannot be Recycled shall be Disposed of in accordance with the Transfer Station Agreement if delivered to the Transfer Station, or at any Authorized Facility selected by PRS, ~~-~~if delivered to

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the PRS Facility. PRS shall pay Company the amounts determined, or charge Company the amounts permitted, under ~~that certain~~the Recyclable Materials Agreement ~~between PRS and Company of even date with this Agreement attached hereto as Exhibit B for Recyclables delivered to PRS by Company (the "Recycling Agreement").~~ . The amount, if any, paid by Company to SWS for Recyclables delivered to the Transfer Station shall be as determined under the Transfer Station Agreement.

(c) Green Waste and Mixed Organic Waste. Company shall transport all Source Separated Green Waste collected by it in City to any or all of the following facilities: the Transfer Station, the PRS Facility, the CCC composting facility (the "CCC Facility"), or the Scotia biomass conversion facility (the "Scotia Facility"), or other biomass conversion facility approved by the City Manager for Processing; provided, however, that, notwithstanding any other provision in this Agreement and subject to the receipt by PRS of all government approvals and permits necessary for PRS to receive, commingle, store and handle Mixed Organic Waste, Company shall deliver all Mixed Organic Waste generated in City from curbside collection from Residential, Multi-Family Residential, Commercial and Institutional Properties to the PRS Facility for transport from the PRS Facility to the CCC Facility during the term of and in accordance with the Agreement for Mixed Organic Waste Services between PRS and CCC dated September 15, 2015, which is attached as Exhibit 1 to Exhibit D to this Agreement (the "CCC Agreement"); provided, however, that the exercise of any option to extend that agreement by PRS must be approved by City. Any residue from the Green Waste or Mixed Organic Waste generated in City that cannot be Processed shall be disposed of in accordance with the Transfer Station Agreement if delivered to the Transfer Station, or at any Authorized Facility selected by PRS, if delivered to the PRS Facility. The amount paid by Company to SWS for Green Waste delivered to the Transfer Station shall be as determined under the Transfer Station Agreement, and the amount paid by Company to PRS for Green Waste and/or Mixed Organic Waste delivered to the PRS Facility shall be as determined under the PRS Agreement.

(d) Alternate, Successor and Other Authorized Facilities. Company shall provide City with written notice as soon as Company knows that it will use a Processing Facility instead of or in addition to the PRS Facility, the Scotia Facility, or other biomass conversion facility approved by the City Manager for Processing, or the CCC Facility; provided, however, that Company and PRS shall only be entitled to propose an alternate Processing Facility (or Disposal Facility, if available) to receive Mixed Organic Waste from PRS if CCC shall refuse, due to no fault of Company, SWS or PRS, to accept Mixed Organic Waste that is not a Contaminated Load (as defined in the CCC Agreement) or if the CCC Facility shall shut down or cease operating. The notice shall provide the name and location of the proposed Facility, the anticipated gate fee and other charges for Processing at that Facility, and a copy of the proposed contract between Company and such Facility. Company shall also provide City with the increased or decreased transportation costs, if any, associated with using the proposed Facility (in the case of Mixed Organic Waste) and with any additional information about the proposed Facility reasonably requested by City. Company's use of the proposed Processing Facility shall be subject to approval by the City Council, which shall not be unreasonably withheld. In acting on a request for approval, the City shall consider, among other things, whether the use of that

Facility is available at a reasonable cost to the ratepayers considering the environmental benefits and the available alternatives, and otherwise qualifies as an Authorized Facility. The City Council may consider any other factor reasonably related to a legitimate City interest in its management of waste collection and disposal, including, but not limited to, alternative technologies and facilities, the impact on rates, past performance and regulatory compliance history of the Processing Facilities under consideration, factors affecting the facilities' future performance, and the public interest. City and Company acknowledge that, as of the date of this Agreement, very few Processing Facilities will accept Mixed Organic Waste and, if not Processed, such Waste cannot be stockpiled and may not be permitted to be Disposed of in a landfill. Accordingly, and notwithstanding any other provision in this Agreement, in the case of a written request by Company to use a Processing Facility (or Disposal Facility, if available) other than CCC for Mixed Organic Waste: (i) City will, in its sole discretion and within sixty (60) days after its receipt of such request, approve the use of the proposed Facility or select an alternate Processing Facility or Disposal Facility, if available, to Process or Dispose of the Mixed Organic Waste, and (ii) Company's service rates will be adjusted to cover any increase or decrease in its costs for Processing or Disposal, and/or transportation resulting from City's decision, effective as of the date of such request; and, provided, further, that if City does not accept the proposed Facility or select an alternate Facility in accordance with this sentence, Company shall direct PRS to deliver the Mixed Organic Waste for Processing to any licensed facility, with the costs to PRS of using the new facility being deemed to consist of the tonnage of Mixed Organic Waste delivered by PRS to the new facility multiplied by the then effective per ton or per yard Rate for MSW charged at the Transfer Station, and with the excess of such costs to PRS over the costs to PRS of using the CCC Facility being passed through to Company and treated as a Pass-Through adjustment to the Rates on the next Rate Adjustment Date pursuant to Section 6.3 below. In the event that the Transfer Station, the PRS Facility, the CCC Facility, the Scotia Facility or any other Authorized Facility described above cannot accept Solid Waste, Recyclables, Green Waste, or Mixed Organic Waste Generated in City on a temporary basis due to no fault of Company, or due to events beyond the control of Company, such as acts of God, public emergency, strike or lockout by employees of another entity unrelated to Company, Company shall locate and use an alternate licensed facility for the duration of such circumstance; provided, however, that City approval in accordance with this Section 5.11(d) shall be required if the Authorized Facility cannot accept Solid Waste for a period of time exceeding three (3) months. In addition, in adjusting the MOW Processing Rate (as defined in the PRS Agreement) at the PRS Facility during ~~the~~each five year review of rates conducted ~~in 2016~~ under Section 4c. of that Agreement, the adjustment shall include in the per ton rate all costs incurred by PRS to accommodate the Processing of ~~MOW~~Mixed Organic Waste, including, but not limited to, the capital costs of improvements to the PRS Facility, operational costs, transportation costs, and other costs required to accommodate the ~~New Program~~processing of Mixed Organic Waste and shall allow for a reasonable profit to ~~Company~~PRS.

5.12 Local Office. Company shall maintain an office in or in close proximity to the City, as approved by the City Manager, where service may be applied for and complaints made. The address and telephone number of such office shall regularly be included in Customer billings and service information distributed to the public. Company's office shall have a responsible

individual available daily between the hours of seven-thirty o'clock a.m. and four o'clock p.m., excepting Saturday, Sunday and holidays. Calls for missed collections shall be received 24 hours per day, by answering machine after four o'clock p.m. and on Saturdays, Sundays and holidays.

5.13 Pick-Ups at City Facilities. Company shall provide Containers and remove, without charge, all Solid Waste, Source Separated Recyclables and Source Separated Green and Food Waste Generated at all City facilities, including from City street cans, (of the nature and in the amounts currently collected) at least once per week, but Company may charge all other public agencies for services rendered at the same rates and on the same basis as Commercial Customers are charged for similar services. Company shall also remove, without charge, all grit and screenings from City's wastewater plant as scheduled by Company and City

5.14 Outreach and Public Education.

(a) Company shall execute a public awareness campaign for recycling by Residential and Commercial Customers, which campaign will include an up to date Web Site that includes educational information, a business waste reduction program, a school Recycling program and a flyer in Company's billing statements (or posted on Company's website) not less than every six months. City shall provide Company with free space at all City-sponsored events to promote the campaign. Additional activities shall be available at additional cost by mutual agreement of the parties. Company shall also provide each new Customer with a packet of information regarding the curbside Recycling and Green Waste programs, and, if in effect, a Food Waste program, as well as information cards to be used in the event that a Customer places materials out for Recyclables, Green Waste or Food Waste collection that are not acceptable as set forth in this Agreement. Such card shall be left with the Customer's container or bin and shall inform the Customer why the materials were not picked up.

(b) No later than September of each year, the Company shall propose to the City Manager an annual public awareness plan for the ensuing calendar year which shall detail the Company's proposals for increasing the customers' proper use of the Recyclables and Green Waste containers provided pursuant to Section 5.7, including the required condition of the materials deposited in those containers. At the same time, the Company shall submit a report to the City Manager detailing the Company's implementation of the plan approved for the current year. The City Manager or his or her designee may work with the Company to improve the plan and shall place the plan and the Company's report on a City Council meeting agenda for review by the City Council.

5.15 Fall Leaf Collection. Company shall provide all Customers with reasonable leaf collection without charge during the week after Thanksgiving each year in Containers and/or bags approved or provided by Company. City shall prepare and pay for an insert in all Customer billing advertising this service.

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5.16 Spring Clean-up Week. Company shall provide all Customers with reasonable Green Waste collection without charge during the third week of April each year, including the collection of tree branches not to exceed six (6) inches in diameter or four (4) feet in length.

5.17 Additional or Modified Services. Company shall provide additional or modified services upon request of City, or upon the proposal of Company as approved by City pursuant to Section 5.19 below, subject, if the costs incurred by Company to provide such services increase or decrease, to the establishment by mutual written agreement of a reasonable service Rate, or service Rate adjustment, therefor.

5.18 Permits and Licenses. Company shall obtain and maintain throughout the term of this Agreement all permits, licenses and approvals necessary or required for Company to perform the work and services described herein. City shall reasonably cooperate with Company in connection with obtaining or renewing such permits, licenses and approvals.

5.19 Diversion Requirements. In an effort to assure City's continuing compliance with the current and any future diversion requirements set forth in the California Integrated Waste Management Act of 1989, as amended ("AB 939"), Company shall propose and City may require Company to adopt and implement various recycling, Solid Waste reduction, public education and reporting programs for City and its residents, subject to City taking all actions necessary to implement such programs and approving reasonable service rate increases needed, if any, in connection therewith.

6. Rates.

6.1 Establishment of Rates. The service rates specified in Exhibit E to this Agreement (the "Rates") shall take effect on the Effective Date, subject to approval by the City Council and compliance with the notice and hearing requirements in Article XIII.D of the California Constitution and Government Code Sections 53750 et seq. (collectively, "Proposition 218"). Such Rates shall be adjusted pursuant to Sections 6.2, 6.3, 6.4 and 6.5 below, subject to compliance with the notice and public hearing requirements of Proposition 218 as provided in such Sections. The parties' agreement to subject the Rates and certain adjustments thereto to the notice and public hearing requirements of Proposition 218 is precautionary only and shall not be deemed an admission that Proposition 218 applies to the Rates or such adjustments. Company shall not charge any amount in excess of the approved Rates for services required by or permitted under this Agreement.

6.2 Modification Based on Consumer Price Index, Fuel Index, Recycling ~~Reduction~~Adjustment and Certain Pass-Through Costs.

(a) Adjustment Calculation. Each Rate shall be adjusted January 1st every year, beginning January 1, ~~2013~~2018 ("Rate Adjustment Date") to reflect (i) changes in the CPI, (ii) changes in the Fuel Index, (iii) the ~~amount paid to Company by PRS for Recyclables~~Recycle Adjustment, and (iv) changes in certain Pass-Through Costs, all by a percentage determined in accordance with the Curbside Rate Calculation attached hereto as Exhibit C (the "Calculation").

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(b) Definitions. For purposes of Rate adjustments pursuant to this Section 6.2 and the Calculation, the following terms shall have the following meanings.

(i) "Base Fuel Costs" means Company's actual costs for diesel and other fuels used in performing services under this Agreement for the year ended December 31, 2010 or $200,641.15.

(ii) "Base Revenue" means Company's total revenue received from Customers during the Comparison Year.

(iii) "Base Year" means the year ended June 30th one year prior to June 30th of the Comparison Year.

(iv) "Comparison Year" means the year ended June 30th immediately prior to the relevant Rate Adjustment Date.

(v) "Commercial Oversight Fees" means the total amount of commercial oversight fees, including any fees or charges adopted to replace or supplement such fees, paid by Company to City in accordance with Section 4 and 6.6 during the Comparison Year.

(vi) "CPI" means the Consumer Price Index, All Urban Consumers, ~~U.S. City Average, All Items~~ (All items in San Francisco-Oakland-San Jose, CA, (Series CUURA422SA0, CUUSA422SA0) (Index 1982-~~198484~~=100), published by the United States Department of Labor, Bureau of Labor Statistics.

(vii) "Disposal Fees – Garbage" means the actual Disposal Costs paid by Company to SWS for Solid Waste delivered by Company to the Transfer Station during the Comparison Year.

(viii) "Disposal Fees – Green Waste" means the actual Processing Costs paid by Company to PRS or any other Authorized Facility for Green Waste and/or Mixed Organic Waste delivered by Company to the PRS Facility or such Authorized Facility (including pursuant to Section 5.11(d) above), respectively, during the Comparison Year.

(ix) "Fuel Costs" means Company's actual costs for diesel and other fuels used in performing services under this Agreement during the Comparison Year.

(x) "Fuel Index" means the California No.2 Diesel Retail Sales by all Sellers (Dollars Per Gallon) published by the U. S. Energy Information Administration.

(xi) "Landfill Closure Costs" means the total amount of landfill closure fees, including any fees or charges adopted to replace or supplement such fees, paid by Company to City in accordance with Section 4 and 6.6 during the Comparison Year.

~~(xii) "Recycle Credit" means the product of (A) the average monthly weighted average price (AMWAP) per ton PRS is required to pay to Company under the Recycling Agreement for Source Separated Recyclables collected by Company curbside from Residential Customers during the Comparison Year, but not less than $5.00, times (B) the total tons of such Recyclables so delivered by Company to PRS and accepted by PRS during the Comparison Year; provided, however, that if the amount of Recyclables rejected by PRS under Section 2 of the Recycling Agreement averages over any consecutive six month period more than 5% of the total Recyclables delivered to PRS ("the Acceptable Rejection Rate"), the credit shall include AMWAP, but not less than $5.00, times the tons of Recyclables rejected by PRS for that same six month period in excess of the Acceptable Rejection Rate.~~

(xii) "Recycle Adjustment" means the amount, expressed as a credit or a charge in Exhibit C, that PRS pays Company for Recyclables, or the Company pays as gate fees

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to PRS to accept and process Recyclables at the PRS Facility, for the Comparison Year, each determined in accordance with the Recyclable Materials Agreement. "Recycle Adjustment" shall replace "Recycle Credit" in any exhibits to this Agreement.

(xiii) "Total Costs" means all of Company's costs to provide Collection services under this Agreement, including, without limitation, labor costs, vehicle and vehicle-related costs, maintenance, insurance, and transportation costs, Fuel Costs and Pass-Through Costs.

(c) Rules. For purposes of Rate adjustments pursuant to this Section 6.2 and the Calculation, the following rules shall apply.

(i) "changes in the CPI ~~Change~~" shall be calculated as one hundred percent (100%) of the percentage increase or decrease, if any, in the CPI during the Comparison Year, using the CPI published for June of such Year as compared with the CPI published for June of the Base Year.

(ii) "changes in the Fuel Index ~~Change~~" shall be calculated as one hundred percent (100%) of the percentage increase or decrease, if any, in the Fuel Index from June of the Base Year through June of the Comparison Year; provided, however, that, notwithstanding Section 6.2(b)(iii) above, "Base Year" for purposes of the Fuel Index Change shall mean the year ended June 30, 2010; and, provided, further, that the Fuel Index Change adjustment (i.e., Fuel Index Change multiplied by Base Fuel Cost) for any Rate Adjustment Date shall be calculated after removal of such adjustment for the prior Rate Adjustment Date.

(iii) Each adjustment element in the first part of the Calculation will be grossed up for the corresponding increase or decrease in Franchise Fees and Billing Fees (where applicable) resulting from such adjustment~~, other than the CPI adjustment.~~.

(iv) Rate adjustments for changes in Commercial Oversight Fees or Landfill Closure Costs that take effect on a date other than January 1st, as well as changes in other Pass-Through Costs, will be determined under Section 6.3 below and not under this Section 6.2.

(d) Procedure. The procedure for Rate adjustments under this Section 6.2 shall be as follows:

(i) Not later than August 15th of each year, Company shall file with the City Manager a written notice of intention to adjust each of the then current Rates effective as of January 1st of the next year in accordance with Section 6.2(a) through (c) above. Said notice shall include the Calculation, documents from which the information used to perform the Calculation was derived, and any other information and documents reasonably requested by the City Manager to verify that the proposed Rate adjustments comply with Section 6.2(a) through (c), above.

(ii) Within sixty (60) days of the filing of the notice of intention, the City Manager shall review the notice and either confirm that the proposed Rates are within the limit of Section 6.2(a) though (c) above or establish by mutual agreement with Company any necessary changes to the proposed Rates to make such confirmation.

(iii) Not later than October 20th, the City Manager shall inform the City Council in writing of his or her determination regarding the proposed new Rates and the City Council shall be entitled to review and confirm that the proposed Rates are within the limit of Section 6.2 above or establish by mutual agreement with Company any necessary changes to the

proposed Rates to make such confirmation, not later than November 20th. Any new Rates shall become effective on the following January 1st, provided that the Company and the City shall give the respective Customers that each bills written notice of the new Rates not later than December 1st.

(iv) In the event that the CPI or the Fuel Index described in Section 6.2(b) above shall be discontinued or materially modified during the term of this Agreement, the parties shall together select a replacement index and/or otherwise change Section 6.2(b) above so as to replicate, as nearly as possible, the mutual intention of the parties to rely on the results of the relevant index described in Section 6.2(b) as in effect on the date hereof.

6.3 Modification Based on Changes in Pass-Through Costs. In addition to adjustments under Section 6.2 above, each Rate shall be adjusted to reflect changes in Pass-Through Costs that are not the subject of Rate adjustments pursuant to Section 6.2 above, as follows. Using the section of the Calculation entitled "Revenue Base," each Rate shall be increased by an amount equal to the increase in applicable Pass-Through Costs, and decreased by an amount equal to the decrease in applicable Pass-Through Costs, in each case so as to cause all the Rates to compensate for such change in Pass-Through Costs as of the date such change becomes effective and either payable by or a benefit to Company, and taking into account the increase or decrease in Franchise Fees and/or Billing Fees payable in respect of such change.

6.4 Five Year Review. Once every five (5) years (beginning no later than April 2, ~~2016~~2021 for purposes of adjusting the Rates effective January 1, ~~2017~~2022), City shall conduct a review for the purpose of determining whether or not the automatic adjustments provided in Sections 6.2 and 6.5 have adequately adjusted the rates to cover the actual increase or decrease in the Company's reasonable operating costs or have exceeded those costs and whether the Rates remain fair to the ratepayer and the Company. Depending on the results of that review the City may increase or decrease the rates. City shall complete each such review and adjustment, if any, at least three months (3) prior to the beginning of such year (by September 30, ~~2016~~2021 in the case of the first such review), and Company shall cooperate with such review. In conducting each such review, City shall consider the following information: financial records of Company (including operating expenses and revenues and Disposal, Processing, Regulatory and other costs of Company, and Company revenues), the factors described in Section 6.5 below, and rates charged for comparable services in similar communities. Increases or decreases in the Rates pursuant to this Section 6.4 shall be subject to the notice and public hearing requirements of Proposition 218. The City may conduct such investigation as it deems necessary to perform this review and Company shall cooperate with such investigation, which may include the City's inspection and copying of Company records and Review and/or Audit of Company's financial records by a City retained CPA, the costs of which shall be reimbursed to City from Base Revenue but treated as a pass-through cost for rate setting purposes.

6.5 Modification Based on Extraordinary Items. In addition to adjustments under Sections 6.2, 6.3 and 6.4 above, Company may request an increase in the Rates if Company's costs increase or its revenues decrease solely as the result of extraordinary circumstances beyond its control that could not have been reasonably anticipated by Company (such as a Change in

Law) and if the increase in costs or decrease in revenues unavoidably adversely affects Company's opportunity to operate at a reasonable profit. Company shall have the burden of producing evidence satisfactory to City demonstrating its need for a rate increase prior to the regular Five Year Review pursuant to Section 6.4 above, including, but not limited to, reviewed or audited financial statements of Company, if requested by City. The City Council shall consider the request in good faith. Any such increase shall only be approved through the notice and hearing requirements in Proposition 218.

6.6 Billing. Company shall bill directly for all Solid Waste, Recyclables, Green Waste and Mixed Organic Waste Collection services provided herein to all Commercial and Institutional Customers, and to those Multi-Family Residential Customers assigned by City to Company for billing. Company and City shall regularly exchange billing lists to avoid double billing and to insure that Company is following the City's direction regarding its direct billing of Multi-Family Residential Customers. City shall bill all Residential Customers (except those currently billed by Company as approved by City) for all Solid Waste, Recyclables, Green Waste and Mixed Organic Waste Collection services hereunder. Each Commercial or Institutional Customer will be billed for one (1) month of service in advance upon commencement of service, and thereafter for one (1) month of service in arrears. Interest of one percent (1%) per month or the highest rate permitted under applicable law, whichever is less, shall be applied to any past due amounts from all Customers until paid in full. Amounts shall be past due if not paid within thirty (30) days of billing. Company shall have the right to refuse service to any Customer that is more than sixty (60) days delinquent on his, her or its account; provided, however, that if the City is forced to take enforcement action against a Customer who has been refused service, Company shall pay the City's costs to take such enforcement action as is necessary to protect public health and safety. Company shall pay City three percent (3%) of the amount billed by City to Residential Customers as a billing fee. City shall pay to Company all amounts billed to Residential Customers, less Billing Fees, Franchise Fees, commercial oversight fees and landfill closure costs (in accordance with Section 4 above), and a delinquency allowance equal to one-half percent (0.5%) of such billings, monthly within thirty (30) days of the end of the calendar month for which the Residential Customers are billed. When permitted by the City's accounting software, the City will reconcile the amount held by City as a delinquency allowance at the end of each calendar quarter and shall pay Company, within thirty (30) days after the end of such quarter, the portion of such amount that exceeds the actual delinquent billings for such quarter.

6.7 Proposition 218. Notwithstanding any other provision in this Agreement, in the event that the Rates or any modifications thereof are invalidated by a final non-appealable judgment in a court action challenging them as in violation of Proposition 218, and Company's operating costs exceed its revenue for a continuous period of six months since the date of the last Rate adjustment, Company shall have the right, exercisable by written notice to City within ninety (90) days after the entry of such judgment, to terminate this Agreement effective One Hundred Twenty (120) days after City's receipt of such notice.

7. Provisions Applicable to Equipment and Personnel.

7.1 Company shall use in connection with transportation of Solid Waste modern motor dump trucks with water tight bodies, sufficient in number and capacity to efficiently perform the work required by this Agreement and to comply with all applicable legal requirements. Company shall keep the outside of the truck bodies free from dirt and filth, and shall clean the inside of the trucks in a sanitary manner on a regular basis. Suitable measures shall be taken to prevent refuse from falling into public streets or places. Company shall keep all trucks freshly painted in a uniform manner, and the firm name or logo, telephone number, and truck number of each truck shall appear in a conspicuous manner. Company shall keep all trucks in good maintenance and repair, regularly inspect same, keep accurate records of all vehicle maintenance, and replace as needed.

7.2 Company shall not litter premises in the process of making collections nor allow refuse to blow or fall from any vehicle used for collections. Company shall clean up any and all spills, including oil and debris on the streets, resulting from its operations. Should Company fail to promptly clean up such spills resulting from its operations after notice from City, Company shall be liable to City for all reasonable costs incurred by City in doing so.

7.3 Company shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for Collection of Solid Waste or who are otherwise directly involved in such Collection. Company shall use its best efforts to assure that all employees present a neat appearance, conduct themselves in a courteous manner, and perform the work as quietly as possible. Company shall also designate one or more qualified employees as supervisors of field operations, who will devote a substantial portion of their time in field checking Collection operations, including responding to complaints.

7.4 City officials shall at all times have access on 24 hours' prior written notice to inspect Company's work during operations and Company's facilities for purposes of ascertaining full knowledge respecting the conduct of Company's operations.

8. Records and Reports.

8.1 Company shall keep and maintain accurate books and records in accordance with the most recently adopted Accounting Standards Codification of generally accepted accounting principles by the Financial Accounting Standards Board clearly showing its revenues and expenses in connection with the operations provided for in this Agreement. Company shall maintain records accounting by category for the tonnage of Solid Waste, Green Waste, Mixed Organic Waste and Source Separated Recyclables Collected pursuant to this Agreement on a monthly, quarterly and annual basis.

8.2 Every three (3) months after the Effective Date through the date which applies for purposes of measuring compliance with the diversion requirements of AB 939, Company shall supply City with a written report setting forth Company's best estimate of the diversion rate as of the end of the most recent month. Company shall also supply City with such related information

as City may reasonably request and as Company possesses or is required by this Agreement to possess concerning such estimate.

8.3 Every three (3) months after the Effective Date, Company shall provide City with a written financial report on the amounts billed by Company to each Multi-Family Residential, Commercial and Institutional Customer and the amounts paid by such Customer.

8.4 Not later than March 31 each year, or when otherwise requested by City, Company shall provide City with a complete customer list for all Customers with the service type, billing rate, and name and address of each Customer.

9. Hold Harmless and Insurance.

9.1 Company shall indemnify and hold harmless City, its City Council, boards, commissions, officers, agents, representatives and employees from any and all actions, claims or damages brought for or on account of injuries to or death of any person or damage to property of all kinds resulting from or arising out of the operations of Company, its officers, agents, employees or servants pursuant to this Agreement. The duty of Company to indemnify and hold harmless shall include the duty to defend as set forth in California Civil Code Section 2778.

9.2 Company shall have in effect during the term of this Agreement, workers' compensation and employer liability insurance providing full statutory coverage.

9.3 Company shall take out and maintain during the term of this Agreement liability insurance for the following types and minimum amounts:

(a) General liability, including comprehensive form, premises operations, products/completed operations, hazard, contractual insurance, broad form property damage, independent contractors and personal liability, with limits for bodily and property damage combined of $500,000 each occurrence and $500,000 aggregate.

(b) Automobile liability, including comprehensive form, owned, hired and non-owned, with a limit of $1,000,000 for bodily injury and property damage combined.

(c) Excess liability, umbrella form with the same scope of coverage and exclusions as the underlying policies, with a limit for bodily injury and property damage combined of $5,000,000 each occurrence and $5,000,000 aggregate.

(d) Pollution and remediation liability with limits in an amount of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) annual aggregate insuring against loss, the cost of remediation and legal defense as a result of pollution conditions arising out of the collision, upset or overturn of Company vehicles in conjunction with this Agreement.

Insurance certificates and policy endorsements evidencing the required coverage shall be filed with City and shall be subject to approval by the City Attorney. City, its City Council, boards, commissions, officers, agents and employees shall be named as additional insureds on any such policies of insurance which shall also contain a provision that the insurance afforded thereby shall be primary. No such policy shall be cancelled or modified except upon thirty (30) days' prior written notice to City. Insurance is to be placed with admitted California insurers with an 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.

9.4 Company shall post a $300,000 performance bond or financial instrument reasonably acceptable to the City Manager as security for Company's faithful performance of each and every term, covenant and condition of this Agreement to be performed by Company, provided that the cost of such bond or other instrument shall be included in Company's Collection Costs for rate making purposes.

10. Remedies upon Default.

10.1 Company shall be deemed in default in the event Company defaults in the performance of any of the duties to be performed by it under the terms of this Agreement and fails to cure the default as further provided in this Section 10.1. City shall give Company written notice, either by mail or by personal service, setting forth the default. Company shall correct such default within thirty (30) days after receipt of such notice (within seven (7) days if City determines that the public health or safety is at risk) unless the default cannot, by its nature, be cured within said period, in which case the cure period shall be extended for such additional time as is reasonably necessary to effect a cure, provided that Company shall commence efforts to effect a cure as soon as practicable and shall diligently pursue the cure to completion.

10.2 In the event Company's default described in Section 10.1 is of a material provision of this Agreement and is not cured as set forth in Section 10.1 or if Company has committed Multiple Breaches (defined to mean three or more defaults of material provisions of this Agreement within an eighteen (18) month period, whether cured or not) ("Material Default") City shall have the following remedies:

10.2.1 Liquidated Damages. The parties acknowledge that City will incur damages as a result of a Material Default, and that such Material Default may not warrant termination of this Agreement. The parties agree that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by City as a result of a Material Default. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that exclusive services might be available at

substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches. Liquidated damages shall be the City's exclusive damages remedy for any individual Material Default which does not result in termination of this Agreement by City. The amount of liquidated damages is $1,000 for each day the Material Default continues after Company fails to cure until it is either cured or the City terminates this Agreement.

10.2.2 Franchise Termination. Without further notice and without suit or other proceedings, City may cancel and annul the rights and privileges of this Agreement upon a Material Default. In the event of termination of this Agreement for Material Default, City shall have the right forthwith to grant a franchise to another scavenger service or to take possession of trucks and other equipment of Company used to perform work under this Agreement. City shall have the right to retain possession of the trucks and equipment until other suitable trucks and equipment can be purchased or otherwise acquired by City for the purpose and City shall pay Company the reasonable rental value of such trucks and equipment, and keep them in good maintenance and repair, during the time the same are used by City. City shall also have access to Company's records for the purpose of billing service accounts during the period City is providing the services described in this Agreement, and shall retain all fees collected for such services.

10.2.3 Other Remedies. Upon termination of this Agreement based on a Material Default, City shall have all other remedies in law or equity for such Material Default.

10.3 If a dispute arises between City and Company regarding fees or any other term or provision of this Agreement, the parties agree to meet and confer in good faith to resolve the dispute. Either party may request to meet and confer by written notice to the other party. Alternatively, the parties may agree to participate in non-binding mediation. If the dispute is not resolved within thirty (30) days after the written request to meet and confer has been given or after the parties have agreed to non-binding mediation, the matter, other than an action seeking specific performance or other equitable relief, damages of Twenty Five Thousand Dollars ($25,000) or less, or indemnification or insurance coverage pursuant to Section 9, shall be submitted to non-binding arbitration in accordance with Title 9 of the California Code of Civil Procedure, commencing with Section 1280, before a single neutral arbitrator ("Arbitrator") in Mendocino County. The Arbitrator shall be an attorney with at least ten (10) years' experience or a retired judge (or a person having comparable qualifications) and shall be mutually agreed upon by the parties. If the parties are unable to agree on an Arbitrator, the Arbitrator shall be appointed by the superior court in accordance with Cal. Code Civ. Proc. §1281.6. The fees and expenses of the Arbitrator shall be borne equally by the parties.

In the event such non-binding arbitration does not resolve the matter and in any other dispute that results in any court action, the parties waive any right to a jury trial and agree that any such action shall be filed in the federal or state courts in or for Mendocino County, each party hereby consents to the jurisdiction of and venue in such courts, the matter shall be

governed by the internal laws of the State of California (irrespective of choice of law principles), and the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and disbursements incurred in such action from the non-prevailing party.

10.4 If Company shall at any time during the term of this Agreement or any extension thereof, become insolvent, or if proceedings in bankruptcy shall be instituted by or against Company, or if Company shall be adjudged bankrupt or insolvent by any Court, or if a receiver or trustee in bankruptcy or a receiver of any property by Company shall be appointed in any suit or proceeding brought by or against Company, or if Company shall make an assignment for the benefit of creditors, then and in each and every such case, and provided that such proceedings, adjudication, appointment or assignment, as the case may be, continue in effect for ninety (90) days without being vacated, removed or withdrawn, this Agreement shall immediately cease and come to an end, and the rights and privileges granted shall immediately be cancelled and annulled without notice or action required on behalf of City.

10.5 Notwithstanding any other provision herein, no default, delay or failure to perform on the part of either party shall be considered a breach hereunder if such default, delay or failure to perform is due to causes beyond such party's control, including, but not limited to, riots, civil disturbances, actions or inactions of governmental authorities, epidemic, war, embargoes, severe weather, fire, earthquake, acts of God, defaults by the other party or defaults by carriers. In the event of any such default, delay or failure to perform, any dates or times by which the affected party otherwise is scheduled to perform shall be extended for a period of time equal in duration to the additional time required because of the excused default, delay or failure to perform.

11. Assignment.

11.1 Company shall not directly or indirectly, voluntarily or involuntarily assign, mortgage, pledge or encumber any interest in all or a part of this Agreement without the prior written consent of City. The City Council shall have the right to determine in its sole discretion whether to approve, conditionally approve or deny any request by Company for approval under this Section. Any action requiring City Council approval under this Section that occurs without such approval shall give City the right to terminate this Agreement without prior notice to Company or its successors or assigns. For purposes of this Section, any transaction involving the transfer, sale or exchange of stock which results in a change in majority control of Company from its owners as of the date hereof (excluding transfers between such owners and transfers by any such owners to revocable living trusts for the benefit of their families) shall be an assignment subject to City review and approval.

11.2 Any written agreement between Company and an Authorized Facility for the disposal of Solid Waste generated in City entered into after the date of this Agreement shall provide that: (a) City is a third party beneficiary with the same right as a party to enforce such

agreement; (b) any assignment of such agreement shall require City approval; (c) in the event such agreement is terminated during its term or any extended term by Company or by the Authorized Facility operator based on an uncured default by Company under such agreement, such agreement may be assumed by City without change, including as to disposal rates and terms; and (d) if terminated based on an uncured default by Company, any payments due but unpaid under such agreement on the date of termination shall continue to be an obligation of Company and the obligation to make any such payments shall not be assumed by City upon its assumption of such agreement.

12. Waiver. The waiver by either party of any breach or violation of any term or condition of this Agreement or of any provision of law by the other party must be in writing signed by the party to be charged, and shall not be deemed to be a waiver of the term, condition or provision of law, or of any subsequent breach or violation of the same or any other term, condition or provision of law. The acceptance by City of any franchise fee or other fee or other monies which may become due hereunder to City shall not be deemed to be a waiver of any preceding breach or violation by Company.

13. Administration. The administration and enforcement of this Agreement shall be the responsibility of the City Manager or a designated representative of that office. This section is not intended to indicate or suggest the City Manager has the authority to grant, amend, or revoke the franchise referenced herein. Nothing contained in this Agreement shall prohibit the City Manager from seeking approval from the City Council for any decision the City Manager is authorized to make under the terms of this Agreement.

14. Independent Contractor. Company, its employees and agents, are independent contractors and not employees or agents of City.

15. Notices. Whenever a notice or document is required or permitted to be served or given hereunder, it shall be deemed given or served when received if delivered by fax or email (with acknowledgment of receipt), certified U.S. Mail, overnight courier (such as UPS or Federal Express), or 48 hours after deposit in the U.S. Mail with first class postage affixed. Any such document or notice shall be addressed as follows:

City:
City Manager
Ukiah Civic Center
300 Seminary Avenue
Ukiah, California 95482
FAX: 707-463-6204
Email: ssangiacomo@cityofukiah.com

Company:
Ukiah Waste Solutions, Inc.
Attn: David M. Carroll, President
P. O. Box 60
Ukiah, California 95482

FAX: 707-462-2886
Email: dcarroll@candswaste.com

or to such other person or address as may be specified from time to time in writing by either party in accordance with this Section.

16. Amendments. This Agreement may be amended from time to time only by written agreement between the parties signed by an authorized representative of each party. Either party may at any time request that the service or other provisions in this Agreement be modified by delivering written notice of its requested modifications to the other party. Within thirty (30) days after receipt of any such request, the parties shall meet and negotiate in good faith on adopting such requested modifications, including, without limitation, any change to the Rates necessitated by such modifications, provided that nothing herein shall obligate either party to agree on any such requested modifications.

17. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the permitted successors and assigns of the parties.

18. Integration; Severability. This Agreement, including the Exhibits hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements between the parties, whether written or oral, relating to such subject matter, including the Prior Agreement. If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the remainder of this Agreement and the application of such provision to other persons or circumstances shall remain in effect. The parties further agree to replace such void or unenforceable provision with a valid and enforceable provision which will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Ukiah Waste Solutions, Inc.

By: _____
President

City of Ukiah

By: _____
City Manager

ATTEST:

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_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT B
RECYCLABLE MATERIALS AGREEMENT

EXHIBIT C
CURBSIDE RATE CALCULATION

EXHIBIT D
FIRST AMENDED AND RESTATED AGREEMENT FOR RECEIPT OF WOOD WASTE, GREEN WASTE AND MIXED ORGANIC WASTE

EXHIBIT E
INITIAL SERVICE RATES

The current rate chart is attached. Commercial Green Waste and/or Mixed Organic Waste collection is charged at the same rates as Commercial Solid Waste. The chart will need to be expanded to clarify that for Single Family Residences, the Solid Waste rate includes Recyclables, Green Waste and/or Mixed Organic Waste, and that for Multi-Family Residences and Commercial Solid Waste, Recyclables and Green Waste and/or Mixed Organic Waste collection are all billed at the cart rates listed.

Rates to collect and dispose of sludge will be competitive with current rates.

Insert replacement/additional cart/container fees.

Insert all Special Charges.

EXHIBIT B

RECYCLABLE MATERIALS AGREEMENT

THIS RECYCLABLE MATERIALS AGREEMENT (the "Agreement") is entered into as of ~~_____, 2011~~ December __, 2017 by and between Pacific Recycling Solutions, Inc. ("Buyer") and Ukiah Waste Solutions, Inc. ("Seller"). Seller and Buyer shall collectively be referred to herein as the "Parties."

WHEREAS, Seller is in the business of collecting and transporting solid waste and recyclable materials; and

WHEREAS, Buyer is in the business of processing and recycling recyclable materials; and

WHEREAS, depending on market conditions, Buyer wishes to purchase or accept and recycle Recyclable Materials and Seller wishes to sell or dispose of recyclable materials collected by Seller~~:~~;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, Seller and Buyer hereby agree as follows:

~~1.~~

1. Recyclable Materials. During the term of this Agreement, Buyer agrees to purchase or accept, and Seller agrees to sell or dispose of, all of the type(s) of recyclable materials identified in Exhibit A attached hereto and incorporated herein collected by Seller curbside from single-family residences within the California City of Ukiah ("Recyclable Materials"). The Recyclable Materials shall meet the standards and specifications set forth in Exhibit ~~A~~1 or such other standards and specifications as shall be agreed upon in writing by Seller and Buyer.

~~2.~~

2. Delivery. Delivery of the Recyclable Materials shall be made from Seller to Buyer's facility located at ~~4260 North State Street, Ukiah, California and/or~~ 3501 Taylor Drive, Ukiah, California, commonly known as the Materials Recycling Facility (the "MRF"), in accordance with a schedule as agreed upon in advance by Buyer and Seller.~~–~~

~~3.~~

3. Pricing; Payment. Buyer shall pay Seller or Seller shall pay Buyer the price per ton, as calculated each ~~year, determined in~~ calendar month in accordance with Exhibit ~~B~~2 attached hereto and incorporated herein, ~~but not less than $5.00,~~ for each ton of Recyclable Materials that is received by Buyer in accordance with Section 2. The Recyclable Materials shall be weighed at ~~Seller's or~~ Buyer's facility, as agreed by the parties, and proof of weight shall be provided to Seller. ~~Seller~~ and Buyer. B u y e r shall, on a monthly basis, ~~transmit an invoice~~report to ~~Buyer showing~~Seller the ~~types and~~ number of tons of Recyclable Materials received by Buyer hereunder during the preceding month and the ~~total~~ amount due ~~therefor.~~to Seller or Buyer. Buyer shall remit to Seller, or Seller shall remit to Buyer, the full amount due no later than the fifteenth (15th) day of the month following the month in which Recyclable Materials were received by Buyer. Within thirty (30) days after the end of each year of the term of this Agreement, the Parties shall conduct a true-up of the amounts paid and the amounts owed hereunder~~, with UWS returning any overpayment to PRS and PRS paying any underpayment to UWS.~~. Each late payment shall be subject to a late fee of one and one-half percent (1-1/2%) and shall bear interest at the higher of 10% per annum or the highest rate permitted by applicable law until paid in full. Buyer shall provide Seller with information and documents necessary or reasonably requested by Seller to substantiate the numbers used to perform the calculations and determine the price or gate fee paid or charged for Recyclable Materials in accordance with Exhibit 2.

~~4.~~

4. Term; Default; Termination.~~–~~

~~4.1~~

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4.1 Subject to Section 9 below, the term of this Agreement shall be for a period commencing on January 1, 20132018 (the "Effective Date") and ending upon the expiration or termination of Seller's Second Amended and Restated Waste Collection Agreement with the City of Ukiah of even date herewith (the "Collection Agreement"), including extensions, subject to earlier termination on the terms herein.

4.2 4.2 If at any time either Party determines or becomes aware that the other Party is in default under or has breached any of the terms of this Agreement, the non-defaulting Party shall provide written notice to the other Party as to the nature of such default. If the defaulting Party fails to make any payment due hereunder within five (5) days, and/or fails to cure any default in the performance of any other obligation under this Agreement within thirty (30) days, after receipt of such written notice, the non-defaulting Party shall have the right to terminate this Agreement upon giving written notice; provided, however, that, other than for failure to make any payment hereunder, in the event the defaulting party shows cause why it should be entitled to reasonable additional time to cure a default, the non-defaulting Party shall allow such reasonable additional time to cure.

5.

5. Representations and Warranties. In performing this Agreement, each of the Parties shall fully comply with all applicable federal, state and local laws, ordinances, decisions, orders, rules or regulations. Each of the Parties shall, and shall cause any carrier with which it contracts to, handle and transport the Recyclable Materials in a safe and workmanlike manner and all of the Parties' driver personnel and any carrier with which the Parties contract are, and shall at all times relevant to the performance of this Agreement remain, properly licensed and otherwise fully qualified to perform the services required hereunder. By the commencement date of this Agreement and throughout the term of this Agreement and any extension thereof, each Party shall be duly licensed, permitted and authorized pursuant to all applicable federal, state and local laws to handle and transport the Recyclable Materials and each Party's facility or facilities will have been issued all licenses, permits and authorizations required by all applicable federal, state and local laws to handle Recyclable Materials.

6.

6. Indemnification. Each Party hereto (the "Indemnitor") hereby agrees to indemnify, hold harmless and defend the other Party, and its owners, officers, directors, employees and agents (collectively, the "Indemnitees"), from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, judgments and costs and expenses incidental thereto, including reasonable attorneys' fees (collectively, "Damages"), which any or all of the Indemnitees may hereafter suffer, incur, be responsible for or pay out as a result of personal injuries, property damage, or contamination of or adverse effects on the environment, to the extent directly or indirectly caused by, or arising from or in connection with the breach of any representations and warranties set forth in this Agreement of, the Indemnitor, or any negligent or intentional actions or omissions or willful misconduct of the Indemnitor, its employees, officers, owners, directors or agents in the performance of this Agreement or the transportation, handling or disposition of the Recyclable Materials by the Indemnitor, its employees or subcontractors. Such indemnity shall be limited to exclude Damages to the extent they arise as a result of any negligent or intentional actions or omissions or willful misconduct of the Indemnitees or their employees, officers, owners, directors or agents. If any claims indemnified against under this paragraph have the potential for coverage under any insurance, then the indemnities set forth in this Agreement shall apply only to the extent the amount of any indemnified claim exceeds all amounts collected under any insurance covering such claim. Before pursuing recovery under this indemnity, the Indemnitees shall exhaust all recovery available for such claim from insurance.

7.

7. Insurance. Each of the Parties shall obtain and maintain during the term of this Agreement commercial general liability insurance which conforms to the industry standard for the services being performed by each hereunder and workers' compensation insurance that complies with applicable state statutory requirements.

8.

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8. Assignment. This Agreement shall be binding upon the successors and assigns of the Parties hereto; provided, that no assignment of this Agreement shall be binding upon the other Party without the other Party's consent, which consent shall not be unreasonably withheld or delayed; and provided further, that no assignment shall be valid and binding which endeavors to relieve the assigning Party of any obligations to make payments hereunder which accrued prior to the date of assignment or in which the assignee does not affirmatively agree, in writing, to assume all obligations of the assignor under this Agreement. No assignment can be made without the prior written approval of the City of Ukiah, exercising its rights in accordance with Section 11 of the Waste Collection Agreement between UWS and the City of Ukiah.

~~9.~~

9. Force Majeure. Except for the obligation of Buyer to pay for Recyclable Materials ~~received~~purchased by Buyer or the obligation of Seller to pay for Recyclable Materials disposed of by Seller, the performance of this Agreement may be suspended to the extent that and for so long as either Party's obligations hereunder are delayed or hindered by a cause or causes beyond the reasonable control of such Party. Such causes shall include, but not be limited to, acts of God, landslides, lightning, forest fires, storms, floods, freezing, earthquakes, civil disturbances, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, public riots, breakage, explosions, or other similar causes.

~~10.~~

10. General Provisions.

(a) ~~(a)~~ No waiver by either Party of any one or more defaults or breaches by the other in the performance of this Agreement shall operate or be construed as a waiver of any future defaults or breaches, whether of a like or different character. If any provision of this Agreement is declared invalid or unenforceable, then such portion shall be deemed to be severable from this Agreement and shall not affect the remainder hereof.

~~(b)~~

(b) This Agreement and all Exhibits hereto represent the entire understanding between the Parties and no representations, ~~statements~~statements or agreements, unless agreed to by the parties in writing, shall modify, change, amend or otherwise affect the obligations ~~under-taken~~undertaken in this Agreement. This Agreement supersedes, as of the Effective Date, the prior Recyclable Materials Agreement between the Parties ~~and Solid Wastes Systems, Inc.~~ dated ~~November 1, 2007~~October , 2011, and may only be amended by a written agreement executed by Seller and Buyer and approved by the City of Ukiah.

(c) ~~(c)~~ All notices under this Agreement shall be in writing and shall be effective if delivered personally or sent by certified mail, postage prepaid, or by overnight carrier or confirmed facsimile to the addresses set forth on the signature page hereto or to such other address as either Party shall specify by written notice so given. Any notice sent by mail shall be deemed given and received three (3) business days after the date deposited in the mail. Any notice given by personal delivery or sent by overnight carrier or confirmed facsimile shall be deemed given upon receipt.

(d) ~~(d)~~ The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the internal laws of the state of California, irrespective of choice of law principles, and applicable federal laws and regulations.

(e) ~~(e)~~ The City of Ukiah shall be considered a third party beneficiary of this Agreement with all of the rights of a party to enforce the provisions of this Agreement.

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EXECUTED and effective as of the Effective Date.

Pacific Recycling Solutions, Inc.

By: _____

Its: _____

By: _____

Its: _____

Address for receipt of notices:

_____

_____

_____

_____

Ukiah Waste Solutions, Inc.

By: _____

Its: _____

By: _____

Its: _____

Address for receipt of notices:

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EXHIBIT A1

TYPES, STANDARDS & SPECIFICATIONS OF RECYCLABLE MATERIALS

Material Specifications

During the course of operations, any changes to the material specifications for any inbound commodity will be agreed to by both Parties prior to introduction of the new commodity.

Residential Materials

Materials collected through curbside recycling include: glass bottles and jars, tin and aluminum cans, aluminum foil, plastic food and beverage containers (#1-#7) and milk and juice cartons, newspaper, OCC, magazines, junk mail, chipboard, white and office paper, and telephone books. Inbound materials may not contain more than 5% reject material.

Commercial Materials

Clean Corrugated Containers

Consists of baled or loose corrugated containers having liners of either test liner, jute or kraft.

Prohibitive materials.....1%

~~Prohibitive materials.....1%~~

Total Outthrows may not exceed 5%

Mixed Office Paper

Consists of office fiber waste including envelopes, files, file folders, white ledger, color ledger, CPO, copy paper (coated or uncoated), brochures, forms and associated staples, clips, bindings and bands.

- Prohibitives include glass, food, shredded paper, restroom waste and hospital waste.

- Total outthrows may not exceed 5%.

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EXHIBIT ~~B~~2

~~Insert Base Curbside Composite Market Value Grid here~~**Pricing Schedule**

(a) Monthly Calculation of Tonnage Payment. The price per ton of Recyclables delivered by Seller to Buyer during any calendar month shall be calculated in accordance with Table 1 below.

Table 1

	Composite Market Value		Payment Due
	From	To	Amount / Ton
No Payment Due	$115.00	$154.99	$0.00
Payment to PRS	$105.00	$114.99	$15.00
	$95.00	$104.99	$25.00
	$85.00	$94.99	$35.00
	$75.00	$84.99	$45.00
	$74.99	and below	$55.00
Payment to UWS	$155.00	$164.99	$5.00
	$165.00	$174.99	$10.00
	$175.00	$184.99	$15.00
	$185.00	$194.99	$20.00
	$195.00	and up	$25.00

*CMV means weighted average "Composite Market Value" computed according to (b) below.

By way of example, using the tiers set forth in Table 1, Buyer or Seller shall pay for each ton of Recyclables delivered as follows:

Month	Year	UWS Recycle Tons	Example CMV	PRS Recycle Cost	UWS Recycle Cost
Jul	2017	225.00	$123.41	$0.00	$0.00
Aug	2017	225.00	$121.50	$0.00	$0.00
Sep	2017	225.00	$157.75	($5.00)	($1,125.00)
Oct	2017	225.00	$155.10	($5.00)	($1,125.00)
Nov	2017	225.00	$130.50	$0.00	$0.00
Dec	2017	225.00	$125.00	$0.00	$0.00
Jan	2018	225.00	$119.10	$0.00	$0.00
Feb	2018	225.00	$115.50	$0.00	$0.00
Mar	2018	225.00	$110.25	$15.00	$3,375.00
Apr	2018	225.00	$108.50	$15.00	$3,375.00
May	2018	225.00	$104.00	$25.00	$5,625.00

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Jun	2018	225.00	$106.70	$15.00	$3,375.00
		2017-2018 Comparison Year			**$13,500.00**

(b) Composite Market Value (CMV).

The CMV for each calendar month during the term of the Agreement (commencing with January, 2018) shall equal the CMV calculated by the following per ton weighted profile, with each category of Commodity being multiplied by the average actual market price, for such Commodity, including any California Redemption Value, for such month, FOB at the PRS Facility. The Composition percentages and/or the commodity categories in the first two columns below shall be reviewed every three (3) months after the Effective Date (beginning January 1, 2018) and will be revised to reflect actual MRF commodity throughput.

Composite Market Value Grid
Annual Mo Average 2016 / 2017

% Composition	Commodity	Scrap Value/Ton	CRV Value/Ton	Weighted Value/Ton
14.75%	OCC #11	$152.75		$22.53
23.07%	ONP #7	$93.92		$21.67
21.01%	Mixed Paper	$93.92		$19.73
0.53%	HDPE Color	$239.42	$80.00	$1.69
0.51%	HDPE Natural	$447.58	$80.00	$2.69
1.94%	PET	$142.17	$1,140.00	$24.87
1.25%	#3 - #7 MRP	$6.13		$0.08
1.82%	Tin	$31.42		$0.57
24.41%	Glass 3 Mix	($40.00)	$84.00	$10.74
0.71%	Alum Cans	$941.67	$3,020.00	$28.13
10.00%	Residual	($92.90)		($9.29)
100.00%				**$123.41**

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Action Items

1. Continue Prop 218 public hearing
2. Consideration of rate adjustment proposal
3. Approval and adoption of resolutions
    1. Curbside rates
    2. Transfer station rates
4. Approval of amendments
    1. Curbside service agreement
    2. Transfer station agreement
5. Approval and authorization to implement qualified, low-income senior assistance program for curbside service

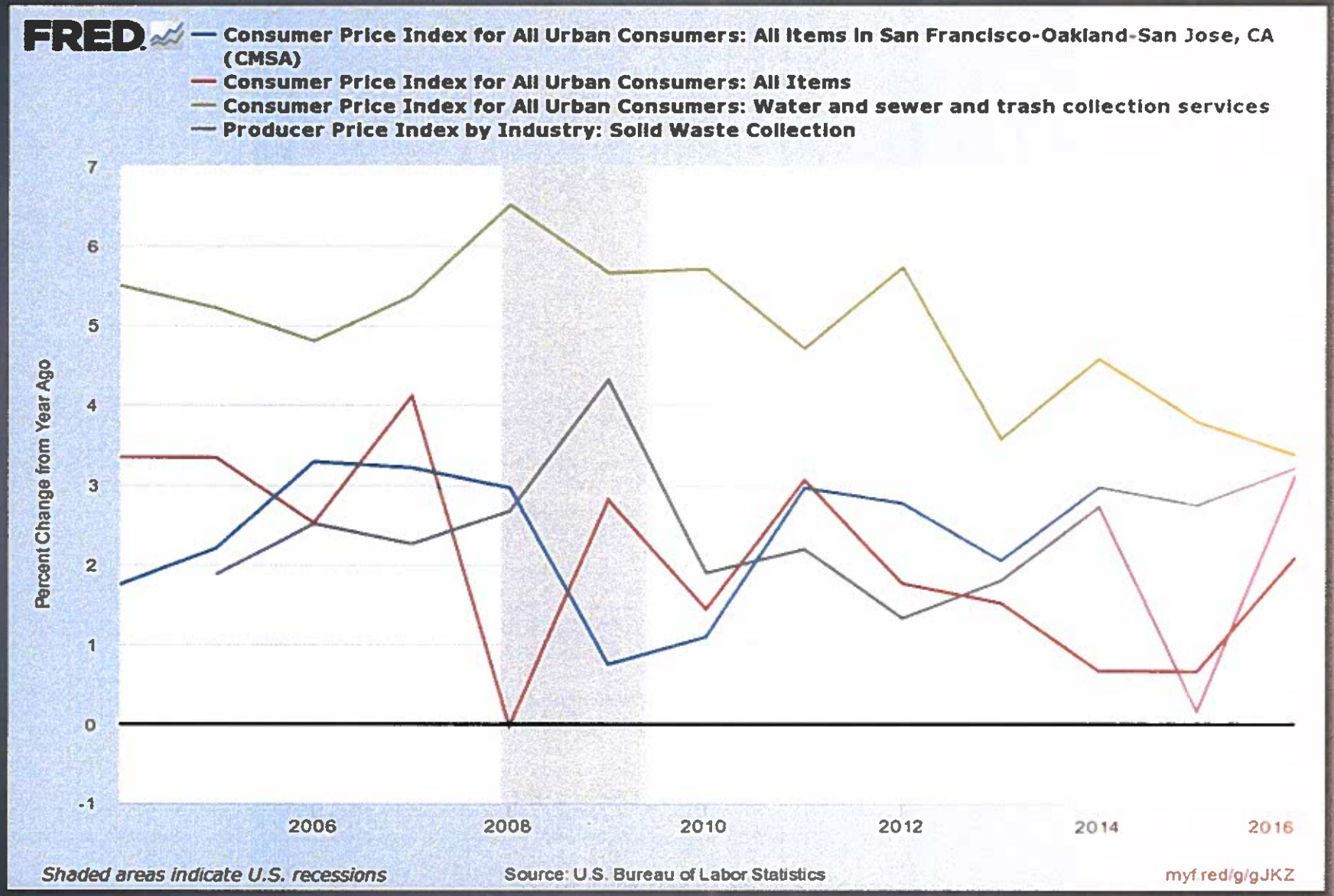
Requested Deliverables from December 16, 2017

1. Review of CPI index
   - Determine what other cities are using the index and whether it is appropriate to put a cap on the index
2. Access rate
   - Ensure that the website contains written answers to questions regarding the access rate
3. Additional noticing
   - Provide information regarding the continuance of this item on social media, a press release, and on the website; and to provide contact information for additional questions that the public may have
4. Education and outreach
   - Expand the educational outreach plan to include a report to council
5. Enforcement information
   - Provide information to Council and the public of what enforcement is currently in place, explore alternatives, and provide exact amount of enforcement numbers
6. Cost difference between a 20 and 32 gallon can
   - Prepare and present analysis
7. Explain the use/non-use of the10 gallon can
   - Provide analysis
8. Low income senior subsidy program
   - Provide details of program and prepare a budget amendment
9. Amended contracts with the hauler
   - Present amendment agreements for curbside service and transfer station operation

Deliverable 1

Review of CPI index

- Current CPI used in contract:
  - CPI-u for all urban consumers, nation-wide
- Requested CPI:
  - "Water and sewer and trash" index
    - Subset of full CPI-u
    - More specific to garbage cost
    - Additional options
      - "Garbage and trash collection" CPI
- City-recommended CPI:
  - CPI-u San Francisco-Oakland-San Jose


FRED
Consumer Price Index for All Urban Consumers: All Items in San Francisco-Oakland-San Jose, CA (CMSA)
Consumer Price Index for All Urban Consumers: All Items
Consumer Price Index for All Urban Consumers: Water and sewer and trash collection services
Producer Price Index by Industry: Solid Waste Collection
Percent Change from Year Ago
7
6
5
4
3
2
1
0
-1
2006
2008
2010
2012
2014
2016
Shaded areas indicate U.S. recessions
Source: U.S. Bureau of Labor Statistics
myf.red/g/gJKZ

Deliverable 1

Review of CPI index

- City-recommended CPI:
  - CPI-u San Francisco-Oakland-San Jose
  - Middle of the road
  - Ensures rates are in line with costs incrementally to mitigate single year large adjustments.
  - City preforms an in depth analysis every four years to ensure the rate structure is appropriate and performing as designed.
    - This has been past practice

Deliverable 2

Access rate

- Access rate
  - A fee to ensure trash collection services are immediately available, if requested by resident
    - See City code requirements for refuse accumulation:
      - Health and safety issues
      - Rodent infestation
      - Nuisance odors
      - Protect property values
      - Compliance with California mandated diversion rates

Deliverable 2 (cont)

Access rate

- Provides more options to the customer
  - City could have required all properties to use curbside collection and pay the applicable rate for the selected bin size.
  - Gives a property owner an incentive to use curbside service, but allows resident to self-haul at a lower cost than someone who uses curbside service.
- Rate should be closely tied to minimum service rate

Deliverable 7 (cont)

Ukiah Waste Solutions, Inc.
Rate Comparison
Effective Date January 1, 2018
(From lowest to highest)

	Monthly Rate		
Jurisdiction	**32-Gal Cart**	**2 Yard Bin**	**Access Rate**
Proposed 2018 City of Ukiah Rate	**$18.63**	**$207.67**	**10.00**
City of Ukiah - Current	**$18.82**	**$196.25**	**5.25**
City of Clearlake	$19.99	$239.96	**15.97**
City of Cloverdale	$21.55	$219.55	N/C - take cans
City of Lakeport	$21.98	$300.86	**21.98**
Ukiah Valley WM	$23.62	$286.24	N/C
City of Willits	$23.79	$277.23	N/C
City of Fort Bragg	$23.92	$284.06	N/C - take cans
Town of Windsor	$24.00	$347.62	N/C - take cans
City of St. Helena	$25.01	$278.98	N/C
City of Calistoga	$25.89	$336.90	N/C
Brooktrails - Proposed	$32.65	$280.12	N/C

Deliverable 3

Provide information regarding the continuance of this item on social media, a press release, and on the website; and to provide contact information for additional questions that the public may have

- Social media outlets and City webpage have been modified to include additional information
- Press release went out 12/15

Deliverable 4

Expand the educational outreach plan to include a report to council

- Section 5.14 of the curbside service agreement
  - Outreach and Public Education
  - Proposed amendments (described below) to make it clear what has to be performed by the Company.

Deliverable 5

Provide information to Council and the public of what enforcement is currently in place, explore alternatives, and provide exact amount of enforcement numbers

- Under the contract and UCC Sec. 4474
  - Hauler can refuse to empty the blue or green bins, if they contain material that is not recyclable.
- It can leave a card explaining why the material was not picked up and what the customer must do to get it removed.
  - That is the only remedy under the existing City Code.
- The City could adopt an ordinance penalizing a persistent failure to properly dispose of recyclables by imposing a fine or making it a crime.
  - The burden and cost of enforcement is the primary impediment.

Deliverable 6

Provide an analysis of the cost difference between a 20 and 32 gallon can

1. UWS Income Statement Analysis
2. Residential revenue analysis
3. Cost comparison: 10, 20, and 32 unified service
4. Marginal and capacity cost analysis
5. Analysis of across-the-board adjustment

1. Income Statement Analysis
Ukiah Waste Solutions

Ukiah Waste Solutions
Variable Comparative Income Statement w/ Pro Forma

	2018 Pro Forma	2017	2016	2015
Revenue from operations				
Residential	$ 971,809	$ 950,697	$ 863,235	$ 885,313
Commercial	2,360,185	2,309,257	2,179,935	2,183,651
Roll off	303,889	297,126	279,384	223,687
Recycling	21,214	21,214	52,705	53,131
Miscellaneous	9,937	9,937	35,430	28,787
Total revenue	3,667,034	3,588,231	3,410,689	3,374,569
Variable cost of services provided	1,714,127	1,686,045	1,484,721	1,412,758
Contribution margin	1,952,907	1,902,186	1,925,968	1,961,811
Fixed costs:				
Services provided	1,517,290	1,471,462	1,268,434	1,284,208
Selling, general, administrative (SG&A)	440,542	419,334	389,889	407,832
Total	1,957,832	1,890,796	1,658,323	1,692,040
Net income	$ (4,925)	$ 11,390	$ 267,645	$ 269,771
Percent of revenue	-0.13%	0.32%	7.85%	7.99%
Revenue from requested rate adjustment	290,040			
Adjusted net income	285,115			
Adjusted percent of revenue	7.78%			

2. Residential Revenue Composition Analysis

Pre-Recycling Commodity Value

Revenue, pre-recycling commodity value (2016)
Revenue composition, residential

	10	20	32	68	95
Residential	72.20%	83.83%	90.30%	95.65%	96.87%
Roll off	23.14%	13.46%	8.07%	3.62%	2.60%
Recycling	3.90%	2.27%	1.36%	0.61%	0.44%
Miscellaneous	0.76%	0.44%	0.26%	0.12%	0.09%
Total	100.00%	100.00%	100.00%	100.00%	100.00%

Post-Recycling Commodity Value

Revenue, post-recycling commodity value (2018 Pro Forma)
Revenue composition, residential

	10	20	32	68	95
Residential	73.89%	84.96%	91.03%	96.00%	97.12%
Roll off	23.68%	13.64%	8.14%	3.63%	2.61%
Recycling	1.65%	0.95%	0.57%	0.25%	0.18%
Miscellaneous	0.77%	0.45%	0.27%	0.12%	0.09%
Total	100.00%	100.00%	100.00%	100.00%	100.00%

3. Service Cost Comparison: 10, 20, and 32 gallon service

Revenue less Direct Costs of Unified Service Rates in Effect January 1, 2017		10 Gallon Annual Revenue and Costs	10 Gallon Per Week Revenue and Costs	20 Gallon Annual Revenue and Costs	20 Gallon Per Week Revenue and Costs	32 Gallon Annual Revenue and Costs	32 Gallon Per Week Revenue and Costs
Revenue 10 Gallon:	$5.25 X 12 months =	**$63.00**	$1.21	-	-	-	-
Revenue 20 Gallon:	$10.48 X 12 months =	-	-	**125.76**	$2.42	-	-
Revenue 32 Gallon:	$18.82 X 12 months =	-	-	-	-	**225.84**	$4.34
Cost of Totes		-16.72	-0.32	-16.72	-0.32	-15.43	-0.32
Disposal Gate Fee - Estimated lbs.							
10 Galllon:	10lbs per wk X 52wk = 520lbs (26%t) X $92.90t =	-24.154	-0.46	-	-	-	-
20 Gallon:	22 lbs per wk X 52wk = 520lbs (57%t) X $92.90t =	-	-	-52.953	-1.02	-	-
32 Gallon	32 lbs per wk X 52wk = 520lbs (83%t) X $92.90t =	-	-	-	-	-77.11	-1.48
Remainder available to cover all other Unified Service Costs:		**$22.13**	**$0.43**	**$56.09**	**$1.08**	**$133.30**	**$2.54**
Contribution as Percentage of 10 Gallon rate			**100%**		**253%**		**595%**
Contribution as Percentage of 20 Gallon rate			-		**100%**		**235%**

Unified Service Rate Capacity/ Contribution per Gallon:						
Grey Gallons each week	10		20		32	
Blue Gallons each week	96		96		96	
Green Gallons each week	96		96		96	
Total Capacity Per Month (4 pickups a month) =	**202**		**212**		**224**	
Amount per Gallon available to cover all other costs	**$0.0021**		**$0.0051**		**$0.0113**	
As a percentage of the 10 Gallon Unified Rate	**100%**		**241%**		**536%**	

Under Prop 218, each customer must cover the direct costs of the service and also contribute an equatable amount to the payment of all other costs to provide theat service.

4. Marginal and Capacity Cost Analysis

Marginal Cost

Unified Service Rate Differential based upon Marginal Cost:

The 20/Gal Tote is more expensive than the 32/Gal Tote because it is a specialty item32 Gallon v

	Cost of Tote		20 Gallon
32 Gallon	$42.48	Amortize over	Monthly
20 Gallon	$55.37	120 months	Difference
Difference	($12.89)	/120weeks	($0.11)

Cost of garbage between 32 gal and 20 Gal Tote

Weight Differential	Weeks	Annual	% of Ton	Proposed Per ton	Annual	
10 lbs.	52	520 lbs.	26%	$98.90	$25.71	$2.14
Monthly Unified Service Rate Cost difference (32g v. 20g) using marginal cost						**$2.04**

Capacity Cost

Unified Service Rate Differential based upon Capacity:

	With 32 gallon Total Capacity	With 20 gallon Total Capacity	Capacity Difference	Percentage Difference
Grey Tote	32	20		
Blue Tote	96	96		
Green Tote	96	96		
Total Capacity in Gallons	**224**	**212**	**12**	**5.66%**
Proposed Monthly Rate				$18.62
Monthly Unified Service Rate Cost difference using capacity difference				**$1.05**

5. Across the Board Rate Adjustment (Company's original proposal)

First Proposal by UWS was approximately 11.82% Across the Board

Unified Services Rates	10 Gallon	20 Gallon	32 Gallon
2017 Monthly Rates	$5.25	$10.48	$18.82
Initial UWS Proposed Increase Percentage	11.81%	11.83%	11.80%
Initial UWS Prosed 2018 Rate Increase per Month	$0.62	$1.24	$2.22
Initial Proposed UWS 2018 Monthly Rates	$5.87	$11.72	$21.04
As a Percentage of 10 Gallon Rate	100.00%	199.66%	358.43%
Unified Monthly Service Capacity in Gallons	808	848	896
Initial Proposed Unified Service Cost per Gallon	0.0073	0.0138	0.0235
As a Percentage of 10 Gallon Rate	100.00%	190.24%	323.23%

The initial UWS prposal to increase Unified Service Rates across the board by approximately 11.82% was rejected by the City because over time, as a Percentage Rate Increases have occurred, the 32 Gallon Unified Service Rate has shouldered a greater share of the cost to provide the Unified Three Tote Service.

Deliverable 7

Explain the use/non-use of the10 gallon

- Physical 10-gallon cans are no longer offered or available to City residents
  - A few existing 10 gallon containers remain in use.
- 20-gallon cans are used with either
  - An insert to limit the amount of capacity volume
  - A line drawn inside the can indicating a fill limit for 10 gallons
  - No apparatus at all
    - Implied expectation of the customer to not fill the 20-gallon can with more than 10-gallons of refuse

Deliverable 8

Move forward with the low income senior subsidy program to come forward as a separate agenda item including a budget amendment; and

1. Staff developing program to model after Electric Public Benefit Program
    1. Provides subsidy of 50% the rate increase from current rate for current 10 and 20-gallon residential customers
2. Program to be funded by general fund
    1. Estimated *annual* cost to be up to $7,500
    2. Subsequent budget amendment likely to be $10,000 to account for customers who don't participate in Electric program but may be eligible
3. Automatic enrollment for current low-income seniors in Electric Public Benefit
4. Budget amendment with resolution to follow

Deliverable 9

Bring back an amended contract with the hauler.

- Proposed amendment to contracts:
  - Curbside:
    - Section 3
      - to align curbside agreement term with transfer station agreement term
    - Sections 5.11(b) and 6.2(a) and Exhibit B (The Recyclables agreement between PRS which operates the MRF and UWS)
      - Recycling credit/surcharge
    - Section 6.2(d)(i) and Section 3 of Exhibit B
      - Recycling credit/surcharge documentation and information verification
    - Section 5.14
      - Requires Company to present plan annually to Council on efforts to promote and increase recycling and the outcomes of the prior year's efforts
    - Section 6.2(a) and Exhibit C
      - Change the cost of living index from the CPI-u, All Cities Average to the CPI-u San Francisco-Oakland-San Jose.
    - Section 6.4
      - To restart the five year clock on January 1, 2018 for the next five year rate review, making the next review commence in April 2021 for a potential rate change effective January 1, 2022.
  - Transfer station:
    - Amended to use the CPI-u San Francisco-Oakland-San Jose.

Proposal

- Reconciled solution (Proposal)
  - Eliminate 10 and 20-gallon can service rates
  - Increase Service Access charge for curbside collection
    - From $5.25 to $10.00
  - Change inflationary index used
  - Adjust transfers station rates by 5.80%
  - Decrease residential rates for 32, 68, and 96-gallon cans by 1%
  - Increase yard bin rates to align more closely to market
  - Increase commercial account rates by 5.83%
  - Establish enclosure fee for commercial accounts (optional service)
  - New recycle credit/surcharge adjusting to single stream commodity value
  - Execute current contract extension option and include additional option
  - Restart five-year rate review structure clock
  - **Senior low-income subsidy from general fund for current 10 and 20-gallon customers**
    - **50 percent of adjustment**

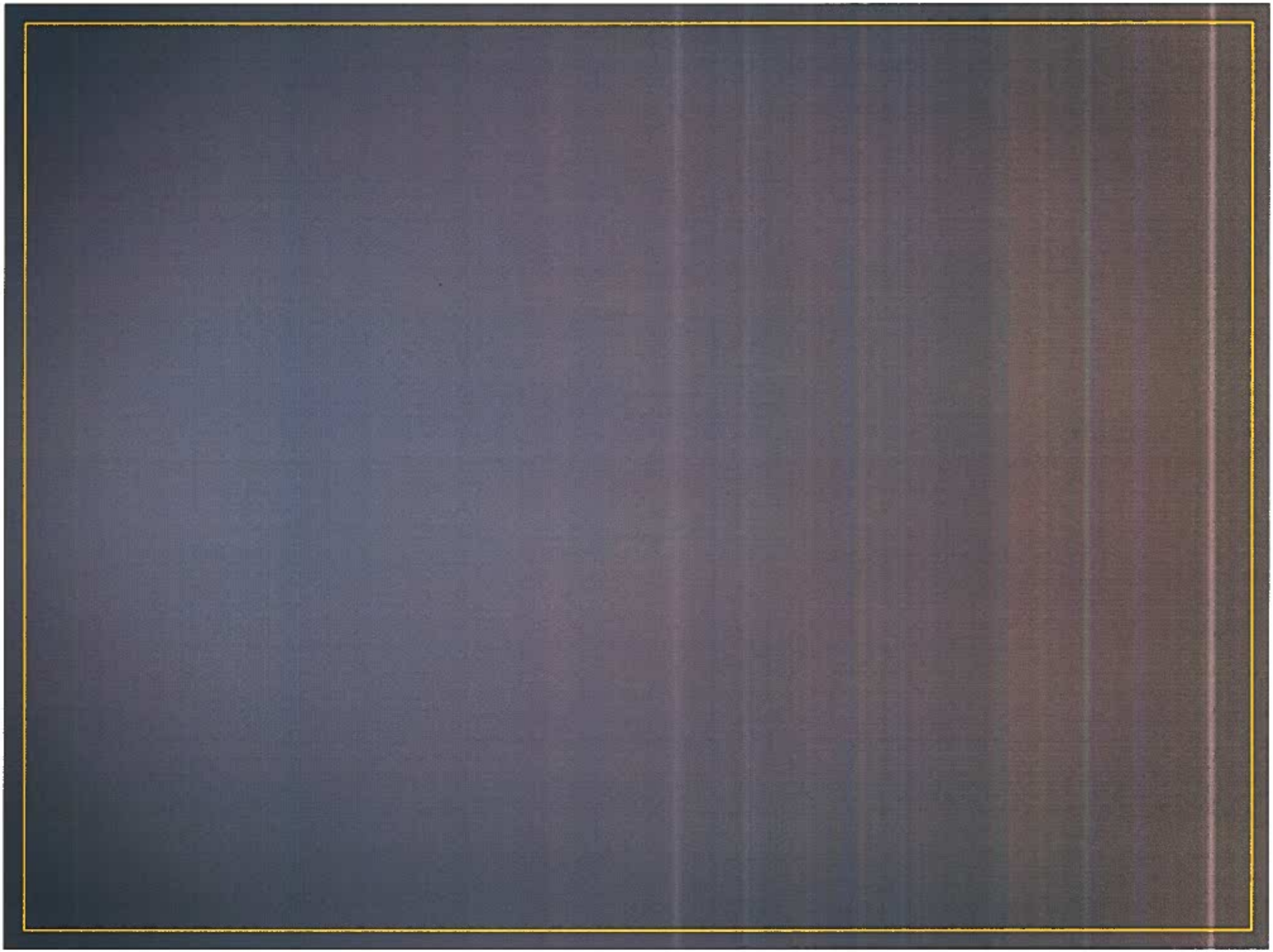
Reasons for Adjustment

Cost structure has changed

- Increased demand for buyback services requiring additional personnel
- Increased drive and wait time at the Potrero landfill
- Additional federal and state maintenance regulations at the transfer station
- Additional regulatory reporting requirements requiring additional personnel
- Additional equipment needs and rising costs in replacement equipment
- Processing costs as more recycling streams are rejected by China and diverted

Action Items (restated)

1. Continue Prop 218 public hearing
2. Consideration of rate adjustment proposal
3. Approval and adoption of resolutions
    1. Curbside rates
    2. Transfer station rates
4. Approval of amendments
    1. Curbside service agreement
    2. Transfer station agreement
5. Approval and authorization to implement qualified, low-income senior assistance program for curbside service



Alternative Rate Schedule

Keeping the 20-gallon can

Rates, Alternative Proposed: January 1, 2017	20 Gallon Monthly Rate	32 Gallon Monthly Rate
Revenue 20 Gallon:	$17.12	-
Revenue 32 Gallon:	-	$18.63
Unified Service Rate Capacity Cost per Gallon:		
Grey Gallons each week	20	32
Blue Gallons each week	96	96
Green Gallons each week	96	96
Total Capacity Per Month	**212**	**224**
Monthly Capacity Cost per Gallon in Cents	**0.081**	**0.083**

Each Customer is entitled to Use the Capacity In All Three Totes
Some use more, some use less of each Tote's Capacity each Week

From: **Sharon Gould** donnagould@saber.net
Subject: **Solid Waste Rates**
Date: **December 7, 2017 at 12:51 PM**
To: Supervisers

I was present at the City Council Meeting on December 6. There were a number of speakers who articulated very good reasons for the City Council members to reconsider the rate hike proposal. Miss Bailey and the woman form the East Bay had facts that should be considered. Hope you were taking notes.

My own situation is that I am retired trying to make it on a puny pension. The college, the city, the county keeps asking for money and my income remains the same. I feel squeezed. This time I object. I think the rate hike structure is unfair.

Points made in the meeting and I hope you were listening included:

Hardship for low income and seniors
Disincentive to recycle
Unfair to make people pay for something they don't use to subsidize others
Blaming, shaming, and punishing for the mistakes of other people

The company or the city should do more to educate the public
The company needs to find other outlets for the recycled materials if the China connection is failing

I liked the idea of paying by the gallon and increasing the size of the bin for those who abuse with overflow trash/recycle

Finally, is it true that all the trash and recycle materials are mixed in the trucks? That would explain contamination.

Parcel Number 003-071-0300

Thank you for your attention and hopefully wisdom

EVERYONE IS ENTITLED TO HIS OWN OPINION, BUT NOT HIS OWN FACTS. Daniel Patrick Moynahan

Sharon Kate Gould

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THE CITY OF UKIAH
RECEIVED
DEC 11 2017
CITY MGR.
CLERK DEPT.
UKIAH, CALIFORNIA

Kristine Lawler

From: Kristine Lawler
Sent: Tuesday, December 19, 2017 10:01 AM
To: Kristine Lawler
Subject: 2017-12-18 Edelman
Attachments: Incentive Programs for Local Government for Recycling.docx

From: Deborah [mailto:deborahse@att.net]
Sent: Monday, December 18, 2017 7:39 PM
To: Shannon Riley <sriley@cityofukiah.com>; Sage Sangiacomo <ssangiacomo@cityofukiah.com>; Tim Eriksen <teriksen@cityofukiah.com>
Subject: Garbage rate structure

Dear Mr. Sangiacomo, Mr. Eriksen, and Ms. Riley,

I am writing to urge you to reconsider the policy that the City Council will be discussing on Wednesday to create uniform rates for the three smallest bins and to eliminate the 10 and 20 gallon containers.

I respect how hard it is to come to a solution to waste management problems and know that the City is working hard to meet the needs of all its citizens. With the changes in the recycling markets, I am sympathetic to the need to raise rates. I also know that we are lucky to have a reliable waste hauler in town. However, the current proposal attempts to solve these problems by punishing those who produce the least amount of waste.

As you may know, I spoke at the December 6 meeting against the proposal and I want to follow up on my comments from that night. I stated that uniform rates discourage waste reduction and recycling, while a Pay As You Throw variable rate structure encourage them.

I have attached a document from the California Institute for Local Government, which states that "Pay-As-You-Throw (is) one of the best examples of an incentive that has proven its tremendous value over the past decade (by) the restructuring of residential garbage rates. The U.S. Environmental Protection Agency (U.S. EPA), the California Integrated Waste Management Board, and many others have documented that 'pay-as-you-throw' programs can have a major impact on decreasing wastes. In a comprehensive study for the Solid Waste Association of North America, Skumatz Economic Research Associates found that such "variable rate" programs can lead to an additional 8 to 13 percentage points of diversion, even if communities already have mandatory curbside recycling and diversion programs."

Additional EPA information can also be found
here: https://archive.epa.gov/wastes/conserve/tools/payt/web/html/index.html

To me, a logical approach would be to raise everyone's rates a certain percentage, so the variable rate structure would remain and provide an economic incentive to reduce the volume going to landfill. With regard to the very real issue of contamination, the City and the waste hauler should adopt a strong education program to inform people of what can and what cannot go in each bin. Contamination is a problem everywhere and there are many, many examples that the City could follow. The hauler can also fine violators, as is done in many cities in the Bay Area.

Please also consider consulting with Robert Carlson, the new head of the Mendocino Solid Waste Management Authority. His previous job was with Cal Recycle, the state's solid waste and recycling agency. He is an excellent and level headed resource that we are lucky to have locally. I spoke to him a few weeks ago and he is reluctant to get involved unless asked by the City. Nonetheless, he indicated to me that adopting a uniform rate would undo years of recycling education.

I appreciate your work on this topic and your consideration of my comments.

All the best,

Deborah Edelman
136 Barbara St., Ukiah

Incentive Programs

for Local Government Recycling and Waste Reduction

Overview

Local governments define the economics of solid waste in their areas. Through their policies, laws, regulations, rate structures, fees, and taxes, local governments can have a tremendous impact on what is "economic" to do in their community. The California Integrated Waste Management Act of 1989 (AB 939, Sher, Chapter 1095, Statutes of 1989 as amended [IWMA]) challenges local governments to rethink incentives in place for one-way disposal, and to redesign the system to reward and encourage waste prevention, reuse, recycling, and composting.

Program Characteristics

Incentive programs are designed to use economic and policy tools to harness the forces of the marketplace to accomplish adopted public policy goals. Many of the economic tools highlighted below are designed to reward those who decrease the amount of waste they produce, or those who reuse, recycle, or compost it. Conversely, for those who continue to waste, these tools are designed to increase their costs. People can reduce-reuse-recycle, or they can pay for the privilege of wasting.

Strategic Recycling

In her landmark book, *Strategic Recycling*, Kay Martin highlights the difference between past "linear systems" and the opportunity for local governments to move toward "cyclical systems" of managing solid waste and fostering recycling and waste prevention.

Major characteristics of linear systems are:

- Government rules by command and control systems.
- Major budget items for government are for waste collection and disposal (either directly provided or indirectly contracted through franchise agreements).
- Prohibits diversity and competition and requires all generators of waste to use system provided by government.
- Recycling costs are added on top of existing waste collection and disposal system; materials are pushed into an uncertain marketplace.
- Little funding for public education or waste prevention.

By contrast, a cyclical system "redefines the role of local government as the system regulator, manager, educator, intervener and facilitator" working to develop a locally sustainable recycling economy. In a cyclical system:

- Government accomplishes its purposes through its leadership in adopting policies and incentives to reward those who are achieving its goals.
- Government helps to structure the marketplace and set minimum standards for operations and reporting.
- Government influences pricing of services to reflect public policy goals.
- Government encourages diversity, competition, and innovation.
- The private sector assumes actual investments, debt service, and risk.

In fact, the IWMA recognized that local governments could accomplish their responsibilities under that law in a wide variety of ways:

". . .programs funded or operated by a jurisdiction as franchise or contract conditions, rate or fee schedules, zoning or land use decisions, disposal facility permit conditions, or activities by a waste hauler, recycler, or disposal facility operator acting on behalf of a city, county, regional agency or local governing body, or other action by the local governing body." (Title 14, California Code of Regulations [CCR], section 18730.)

An incentive-based approach to meeting the challenges of the IWMA would include the

adoption of policies and the structuring of the marketplace for residential and commercial generators, waste and recycling haulers, transfer station and MRF operators, landfill owners and operators, manufacturers, and retailers.

Local governments can adopt policies in a wide variety of instruments, including:

- Ordinances.
- Contracts or franchises.
- Land use permits.
- Solid waste facility permits.
- Zoning regulations.
- General plans.
- Financing agreements.

Local governments can also influence the economics of the marketplace by the way they structure their:

- Garbage collection rates.
- Franchise fees.
- IWMA fees.
- Permit fees.
- Facility taxes.

One of the most powerful incentives is tax, fee, or cost avoidance. Local governments at little or no cost may adopt many of these tools. The primary cost may be in the preparation and adoption of these tools and subsequent monitoring of their outcomes. Monitoring costs can be minimized if proper reporting and evaluation requirements are included in the design and adoption of the particular tool.

The greatest difficulty in adopting these tools may be in gaining support from the existing waste collection and disposal industry. Problems with these industries can be resolved through early and continuous dialogue with all parties of affected interests. By outlining the city's goals and keeping an open mind about the details, local governments can usually solve most of the specific concerns identified by existing waste haulers and other interested parties.

Generator Incentives

Residential: Pay-As-You-Throw. One of the best examples of an incentive that has proven its tremendous value over the past decade is the restructuring of residential garbage rates. The U.S. Environmental Protection Agency (U.S. EPA), the California Integrated Waste Management Board, and many others have documented that "pay-as-you-throw" programs can have a major impact on decreasing wastes. In a comprehensive study for the Solid Waste Association of North America, Skumatz Economic Research Associates found that such "variable rate" programs can lead to an additional 8 to 13 percentage points of diversion, even if communities already have mandatory curbside recycling and diversion programs.

Commercial Incentives. The larger the costs for waste collection and disposal, the higher the interest level for businesses in waste prevention, reuse, recycling, and composting. This is particularly true if the businesses can benefit from recycling by decreasing their waste collection and disposal services, both in number and size of bins and decreasing the frequency of pickups.

Many communities now offer "free" collection of recyclable materials from small businesses, if the amount of materials collected is comparable to that from residents. Other communities require their franchised haulers to provide discounts for recycling services. Haulers may be required to charge businesses for recycling services offered at rates that are at least 50 to 80 percent of the costs of disposing of those materials to provide an incentive to the businesses to reduce their wastes at the source or recycle.

Haulers may also be creative in their encouragement of recycling. One hauler requires that a recycling bin of equal size and frequency of pickup accompany every commercial waste bin requested for service. This clearly communicates to the generators that they should be able to reduce their wastes by 50 percent if they use the companion recycling bins.

For construction and demolition (C&D) debris, some cities are now requiring deposits when residents, businesses, or contractors seek permits for C&D activities. The City of Atherton, California, requires a $50 per ton deposit for all waste estimated to be produced by that project.

Contractors must show that they have recycled at least 50 percent of the waste generated, or the town keeps $50 for each ton below their 50 percent goal that was not recycled.

The City of Cotati requires posting of a $200 deposit that is refunded after proof of reuse, recycling, or attempts thereof. In a model ordinance prepared by the Alameda County Waste Management Authority, a deposit is required that is the smaller of three percent of the total project cost or $10,000.

The City of San Jose is working on adopting a C&D deposit for diversion. The city proposes to collect a deposit when a building permit is issued for construction, demolition, and remodeling projects. These deposits will be set at a level sufficient to pay for the gate fees at certified recycling facilities. To have their deposits returned, contractors will have to provide receipts showing that the project's C&D waste has been accepted by a city-certified recycling facility.

Franchise Hauler Incentives

Franchise Contractor Payments. Some garbage companies say they make more money in garbage collection and disposal, instead of recycling, because that's how cities pay them. The basis of paying contractors has not changed much over the past 50 years.

Residential payments to contractors are often made on the basis of the number of households serviced. This does not provide any incentive to recycle more and dispose less. Payments per household value the speed at which garbage can be collected per household, over all other factors. This led to the compactor truck and the elimination of a well-established recycling infrastructure after World War II.

For residential payments to contractors, other ways to structure those could include payments for every ton recycled or for every ton landfilled.

By paying contractors solely on the basis of the tons they recycled, they would make more money with increases in recycling tonnage. If contractors were paid inversely to the amount they landfilled wastes, they would have an incentive to maximize both waste prevention and recycling.

In considering how to pay contractors, cities must weigh the benefits of new incentives, such as the above, versus the increased costs that will result from increasing uncertainty and risks to the contractors. Since most contractors have no experience with a garbage collection system based on these new incentives, they will need to inflate their estimates of how much they would like to be paid in order to assure that they have a sufficient cushion to account for unknowns and contingencies.

San Jose, Calif., has pioneered these types of incentive programs (see profile below). Seattle, Wash., also has explored these concepts in some depth.

In Seattle, the new integrated garbage and recycling contracts that started April 1, 2000, pay their contractors on a per-household and a per-ton recycled basis.

This is a good transition from past practices, as the contractors have the comfort of estimating the amount of revenue they can expect from payments per household. They can also reasonably project the amount of revenue they can expect from recycling tonnage. Because Seattle also changed the design of its citywide recycling program at the same time, there is some risk to the contractor about how much recycling tonnage is to be expected. Overall, the city estimates that it saved $2 million per year through the competitive bidding process it used and by integrating a variety of garbage and recycling contracts into full-service contracts for the city.

Commercial payments to contractors have historically been based on the number and size of bins serviced and the frequency of service. This provides generators with a strong incentive to recycle. However, it is in the hauler's interest to recommend the largest number of small bins to service most frequently. The more garbage service specified (whether needed or not), the more money the hauler makes.

One of the common results of this approach is that haulers encourage generators to design their system for peak loads. Haulers will often "haul air" because they dump whatever is in a bin, even if the bins are usually half empty. This is usually only mitigated by competition. If there is little or no competition in an area (e.g., if there is an exclusive franchise or an oligopoly situation),

generators will usually pay more without knowing it.

In any comprehensive waste audit of a system (see related CIWMB model study in this series on solid waste assessments), an auditor will usually reduce the amount of garbage service regularly scheduled. This can provide significant savings to the generator.

However, commercial rates based (at least in part) on tons recycled or landfilled would be an improvement over the current system. By introducing payments for recycled tonnage or landfilled tonnage, commercial haulers would find they could make more money by reducing garbage service and increasing recycling service.

Some municipalities are exploring changing their franchise fee structures as initiatives for haulers who increase recycling. None appear to be experimenting with commercial rate structures in the way San Jose and Seattle have done with residential rates.

Avoided Disposal Costs. In structuring payments for landfill disposal, one of the incentives for increased recycling is the responsibility for disposal payments. If contractors are responsible for paying disposal fees out of their contract prices, they will be motivated to find ways to avoid paying those disposal fees.

Avoided Collection Costs. When tipping fees for waste disposal are less than $30 per ton (as they are in most of California today), avoided disposal costs need to be enhanced by avoided collection costs. The average costs of collection in most solid waste and recycling systems is 80 percent; usually 10 to 20 percent is the cost of processing and marketing recyclables or disposing of wastes in a landfill. With higher recycling and reuse rates, municipalities need fewer garbage collection trucks. The cost savings for each garbage truck—about $150,000—can help offset the costs of recycling services.

Revenue Sharing. One of the more popular incentives curbside programs offer to their haulers is a share in the revenue from the sale of materials (usually 50/50).

The theory behind this is that such revenue sharing provides an incentive to both the city and the contractor to improve the system. The contractors get more revenue if they:

- Collect more materials.
- Keep the materials cleaner on route.
- Process materials to higher quality standards.

The city gets more revenue if it promotes public participation in the program and increases the value of materials recycled through market development initiatives.

In practice, some haulers have viewed the 50/50 revenue sharing proposition as a penalty to the hauler. They viewed it as having to share 50 percent of the benefit with the city without the city being required to split 50 percent of the costs of achieving that benefit.

Consequently, revenue sharing is most appropriately considered at the local level, where the city and the hauler can agree in advance on the goals of such a structure.

Penalties for Nonperformance. Penalties for nonperformance as “liquidated damages” are becoming more popular in solid waste and recycling contracts. The following situations are examples of such nonperformance at a MRF:

- Takes more than 30 minutes for contracted vehicles to enter, dump and leave.
- MRF does not achieve a minimum recycling or diversion rate.
- Facility is unable to transport residue to landfill on a timely basis.
- Contracted landfill is not able to accept residue upon delivery.

Public agencies find, and contractors agree, that it is difficult to reasonably determine the extent of damages from these and other similar problems. But substantial damage to public health and safety may result to members of the public who are denied services or denied quality or reliable service.

Such breaches cause inconvenience, anxiety, and frustration. They can also deprive individuals of the benefits of receiving recycling services in subjective ways and in varying degrees of

intensity that are incapable of measurement in precise monetary terms.

The actual monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms in most instances.

Agreements recognize that consistent, reliable services are of utmost importance to the public. Public agencies rely on the contractor's representations regarding the company's knowledge, experience, and commitment to quality of service when awarding the work to it. Agreements recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance.

Agreements also recognize that if a contractor fails to achieve such performance standards, the agency and/or residents will suffer unknown damages. As a result, liquidated damage amounts are included in agreements to represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of the agreement.

Other Hauler Incentives

Franchise Fees. Most of the experiments with incentives in California during the past decade have included franchise fees. Several communities have tried to use fees to encourage their exclusive and non-exclusive franchise holders to increase recycling.

The City of Santa Clara, California, charges a differential franchise fee to haulers based on whether or not they have a city-approved recycling program. All nonexclusive franchised haulers collecting waste from the industrial areas of Santa Clara must pay the city a franchise fee of 25 percent of their total gross billings. To obtain a reduction of the franchise fee to 10 percent, haulers must meet at least two of the following three conditions (see details in case study below):

1. Provide a waste audit and containers, and collect 50 percent (by weight) of customer's recyclable materials.
2. Provide a recycling service program and a designated recycling representative to perform specified tasks.
3. Provide another certified and documentable recycling or resource recovery program that reduces the amount of waste collected by at least 50 percent.

Monrovia, in Southern California, has a similar program. The city reduces its nonexclusive commercial service agreement fees directly proportional to the amount of wastes diverted. Franchise fees are 16 percent for haulers diverting 24 percent or less, 12 percent if they divert 25 to 49 percent, and 8 percent if they divert 50 percent or more.

The average franchise fee for commercial wastes in California ranges from 10 to 15 percent of gross receipts or billings. Most communities include a specific amount for franchise fees in their collection agreements. To provide more flexibility for local governments over time, a franchise agreement may reserve the right to adjust the franchise fee at any time, or at the time of any rate adjustments approved for the hauler. This enables the community to increase franchise fees to fund the implementation of other recycling programs if needed. In San Jose, the franchise fees have increased to 30 percent of the gross receipts (see profile below).

IWMA Fees. Section 41901 of the IWMA authorizes local governments to raise fees specifically for the costs of implementing their waste diversion programs to comply with this law:

"A city, county[,] or city and county may impose fees in amounts sufficient to pay the costs of preparing, adopting, and implementing a countywide integrated waste management plan prepared pursuant to this chapter. The fees shall be based on the types or amounts of the solid waste, and shall be used to pay the actual costs incurred by the city or county in preparing, adopting, and implementing the plan, as well as in setting and collecting the local fees. In determining the amounts of the fees, a city or county shall include only those costs directly related to the preparation, adoption, and implementation of the plan and the setting and collection of the local fees. A city, county, or city and county shall impose the fees pursuant to Section 66016 of the Government Code."

Section 41902 clarifies that:

"A local agency may directly collect the fees authorized by this chapter or may, by agreement, arrange for the fees to be collected by a solid waste hauler providing solid waste collection for the city or county."

Some communities have adopted IWMA fees applying to haulers, and others have adopted IWMA fees applying to solid waste facilities in their jurisdictions. In San Jose, the IWMA fee applying to commercial haulers is 28 percent of their gross receipts. In combination with their franchise fees, commercial haulers pay 58 percent of their gross receipts to the city.

In Santa Clara County, an IWMA fee was levied at all solid waste facilities in the county. The countywide IWMA implementation fee is currently $1.30 per ton of disposed waste. These monies are distributed quarterly to Santa Clara County jurisdictions based on the total waste disposed in that quarter by a jurisdiction, as reported in the disposal reporting system. Monies for wastes from outside of Santa Clara County are distributed on the basis of each city's share of total countywide population.

Each jurisdiction uses the countywide IWMA implementation fee monies to fund waste prevention and recycling programs. Programs funded differ by jurisdiction. Funded projects have included purchase of rolling carts for curbside collection of yard waste, purchase of recycling bins, public outreach, staffing for special recycling projects, and other IWMA-related purposes.

Other Hauler Incentives. In addition to these economic incentives, there are numerous policies that could be included in exclusive and non-exclusive franchise agreements that could assist in waste diversion, including:

- Diversion goals. Many communities are now requiring haulers to meet certain waste diversion goals as a condition of operating and maintaining their franchise. For example, in Monterey Park, all haulers doing business in the city must have a permit issued by the Department of Public Works and a business license from the city's support services division. Commercial haulers were required to recycle 25 percent of the waste that they collect in the city by June 1998. Other communities using this system include Sacramento County, Costa Mesa, Newport Beach, El Monte, Gardena, Torrance and Bell Gardens.
- Planning requirements. Some communities require haulers to develop recycling plans, either for their own services (e.g., Bell Gardens and Costa Mesa require source reduction and recycling plans), or for businesses that they service (e.g., Portland, Oreg.).
- Promotions requirements. Most communities now require haulers to assist in providing comprehensive promotional support for recycling to residents and businesses.
- Market development requirements. Some contracts reserve the right for cities to direct materials collected by haulers to new markets as a part of the city's market development activities. In San Jose, they reserve the right to do this for all materials. In San Francisco, they reserve the right to do it for 10 percent of any materials. Other communities reserve the right only for targeted materials.

Transfer Station, MRF, and Landfill Incentives

Permit Requirements. The best time for incentives to be adopted as conditions of permits is at the time of siting for transfer stations, MRFs, and landfills. Local land use permits (e.g., conditional use permits [CUP]) or solid waste facility permits can include incentives as conditions. Planning departments can write local land use permit conditions, and local enforcement agencies (LEA) can write solid waste facility permits.

Some possible options for inclusion in one or more of the permits are:

- Offer source separation discounts, which allow lower rates to generators for clean, source-separated materials, to enable facilities to more easily recycle those materials.
- Provide areas for reuse and salvaging, drop-off and buyback recycling, composting, and

retail sales of reused, recycled, and compost products on site.

- Require landfill operators to exceed federal pollution control design standards (especially on liners). This minimizes the risk that a site used by the city will become a "Superfund" site. U.S. EPA is now reviewing Subtitle D regulations, which may undergo significant changes in the next two to three years.
- Establish strong financial assurances (not just value of stock, as U.S. EPA allows), in perpetuity to provide for sufficient long-term care, preventive maintenance, and corrective action/cleanup costs.
- Distribute public information materials on reuse, recycling, and composting.
- Assisting the community in meeting its waste reduction goals.

Contract Clauses. Conditions could be included in long-term agreements for these facilities, such as:

- Disposal. Commit to a total capacity, not an annual amount, as in the City of San Francisco agreement with Altamont Landfill (Waste Management, Inc. [WM]). This enables the community to benefit directly by extending the life of the landfill, if it reduces the amount of wastes it brings to the facility.
- Preprocessing. Require that all wastes be processed for reuse, recycling, and/or composting before landfilling. This is particularly important for the larger, more distant "mega-landfills" increasingly being developed by the larger garbage companies. This requirement could be structured to require landfill operators to arrange for wastes to go to MRFs prior to shipping them to their landfills, or it could be done on site, depending on market and space considerations.
- Source separation. Require that targeted materials be source-separated before accepting at facilities, or provide strong economic incentives through design of rates for facilities.

Lease and Financing Conditions. Local governments could require some of the above clauses as part of a lease or financing agreement, if the city is assisting on financing or leasing a site to a project developer.

Facility Fees and Taxes. Communities could establish fees or taxes on solid waste facilities to help fund their programs, in addition to those noted above as IWMA fees.

Measure D in Alameda County in 1990 established by referendum a $6-per-ton surcharge on landfills in the county. That surcharge, and other waste import mitigation fees at the Altamont, Vasco Road, and Tri-Cities landfills fund the Alameda County Waste Management Authority.

San Jose has a $13 per ton disposal facility tax that generates revenues for the city's general fund.

Transfer station, MRF, and landfill fees and taxes have the beneficial effect of also encouraging more waste reduction. The higher the cost of waste disposal, the more attractive reuse, recycling, and composting become.

Manufacturer and Retailer Incentives

Many policies and economic incentives can impact business decisions regarding waste management, including:

- Recycling planning requirements.
- Waste diversion requirements.
- Source separation requirements.
- Product bans.
- Landfill bans.
- Procurement requirements.
- Takeback requirements.
- Deposits.
- Advanced recycling fees.
- Land use permit conditions.
- Zoning issues.

These are discussed in detail in a companion model study in this series, "Business Recycling Plans and Policies."

Impact of Proposition 218

Voters passed Proposition 218 on November 5, 1996. This proposition, the "Right to Vote on

Taxes Act," detailed many situations in which the public is required to be consulted, or participate in, decisions regarding the enactment of a wide variety of fees and taxes. Proposition 218 became effective July 1, 1997.

Because many of the economic incentives outlined above address fees and taxes enacted by local governments, city attorneys need to consider whether Proposition 218 applies. Unfortunately, many disagree about when and how Proposition 218 applies. As a result, each city's attorney must evaluate the language of the California Constitution amended by Proposition 218 and interpret how it may apply for a given proposal.

CIWMB counsel believes that Proposition 218 does not appear to affect fees collected through direct billing, tipping fees, franchise fees, or similar methods. IWMA fees (as described above) are not necessarily covered by Proposition 218 because they do not have to be charged upon parcels, nor as an incident to property.

If fees are collected through the property tax bill, there may be some impact. However, a majority of attorneys in the field believes that Proposition 218 does not cover these fees because the fees are for services, not fee property. If the municipality set the fee at a reasonable amount, then a challenge may be less likely.

If a fee is charged on the property tax bill, the following factors may be relevant in determining if Proposition 218 applies:

- Does the agency rely on parcel maps to set the fee?
- Must the fee be paid simply because of property ownership, or must a service be requested?
- Does the property owner have the opportunity to "opt out" of the fee by declining the service?
- Is the fee based on size of the parcel, amount of service requested, or are all bills the same?
- How is the fee applied to multi-residence parcels?
- Is the fee secured by a lien at the outset of its imposition?

Case Study: Santa Clara

The City of Santa Clara, Calif., charges a differential franchise fee to haulers based on whether or not they have a city-approved recycling program. All non-exclusive franchised haulers collecting waste from the industrial areas of Santa Clara must pay the city a franchise fee of 25 percent of their total gross billings (including bin and rental charges). To obtain a reduction of the franchise fee to 10 percent, haulers must meet at least two of the following conditions:

1. For industrial customers who regularly set out more than nine cubic yards of refuse per week for collection, the contractor must provide containers for and collect 50 percent (by weight) of a customer's recyclable materials. An initial waste audit for each of these customers is required. If a customer has an in-place recycling program that reduces its wastes by at least 50 percent, the contractor would not be bound to provide containers and collect materials there. The contractor would only need to submit annual certified documentation of that program. A customer may also be exempted from this requirement.

2. Provide a recycling services program and a designated recycling representative to perform these tasks:

- Contact each of their industrial customers at least once every year to discuss the various types of recycling possibilities available for the customers.
- Work with each new customer concerning recycling options.
- Keep written documentation of customer contact and any recycling options implemented. Maintain in contractor's office for city review.
- Submit a quarterly report to the city documenting the amount of recycled materials collected by weight and type, and the number of recycling customers in the city.
- Maintain a list of customers serviced by name and service address for city's review.

3. Contractor has another certified and documentable recycling or resource recovery

program that reduces the amount of industrial waste being collected by at least 50 percent. Contractor needs to document waste flow for processing and disposal to all facilities and landfills. Certified quarterly reports must be submitted to the city with specific waste flow detail and documentation.

Contractors must pay the 25 percent franchise fee each quarter for all generators with greater than 50 percent recoverable waste in their refuse set out for collection and disposal until less than 50 percent is achieved. The contractor may submit a new waste audit to the city at any time, to reduce the franchise fees paid for those customers that achieve less than 50 percent recoverable wastes.

The waste audit must be performed and certified by a qualified individual or firm experienced in the waste audit process. Typical qualifications of an individual would be a four-year degree in civil engineering or environmental waste management with experience in preparing waste audits or with equivalent education and experience approved by the city. A consulting engineering firm experienced in preparing waste audits would also be appropriate.

The city reviews and determines the adequacy and completeness of the waste audit reports. Comments are submitted to the contractor for response, revision, update, and re-submittal of the report until it is approved by the city.

Santa Clara has authorized fifteen haulers under its non-exclusive franchise system to collect waste from the industrial areas of Santa Clara. All of the haulers have been certified to obtain the reduced franchise fee.

Case Study: San Jose

San Jose has long been a pioneer in the use of economic incentives to achieve its waste reduction goals. The city has adopted rates, fees, and taxes that are structured to encourage waste generators to reduce their waste as much as possible and to recycle or compost the rest.

Residential System. San Jose implemented its "Recycling Plus!" system for integrated solid waste, recycling, and yard waste collection services in the residential sector on July 1, 1993. This system has been tremendously successful, achieving a 60 percent waste diversion rate for single-family households. Overall, the city has achieved a 47 percent waste diversion rate.

Since the start of the Recycling Plus! system, 86 to 87 percent of San Jose residents consistently have paid $13.95 per month for a 32-gallon garbage cart and unlimited recyclables collection. Another 13 percent pay $24.95 per month for a 64-gallon cart, and 1 percent pay $37.50 per month for 96 gallons of service. Residents may buy extra trash stickers for $3.50 each to attach to 32-gallon trash bags set next to their normal garbage cart when they have extra wastes. The city instituted this aggressive pay-as-you-throw rate structure along with a citywide yard waste collection service and added a wide range of other recyclable materials to its curbside collection program. (See details in *Cutting the Waste Stream in Half* , a U.S. EPA study listed at the end of this study.)

Of particular note in the Recycling Plus! system is the structure of contractor payments. San Jose told bidders that it wanted them to make their profit on this contract from recycling, not garbage, and the city structured its payments to contractors to accomplish that.

San Jose actually capped the amount of costs that bidders were to recover from fees per household at 80 percent of their estimated total system costs. Proposals varied significantly in how they responded. Western Waste (now WM) proposed $6.64 per household per month and $58.38 per ton for every ton they documented they recycled. GreenTeam of San Jose proposed $5 per household per month and $270.10 per ton recycled. These "recycling incentive fees" have escalated over time to the current $60.02 per ton for WM and $277.80 for GreenTeam.

The recycling incentive fees have provided a strong incentive to maximize recycling to the haulers. In addition, contractors must pay their own disposal fees for wastes not recycled (about $30 per ton), encouraging them further to minimize landfilled wastes. Finally, the city lets the contractor keep all the revenues from the sale of recyclables (which has varied between $50 to $60 per ton average for all the materials recycled).

Commercial System. In 1993, the commercial sector generated about 65 percent of the total waste stream in San Jose. As a result, the city adopted a number of policies, rates, fees, and taxes

to encourage businesses to increase their waste diversion efforts. San Jose actually eliminated the exclusive franchise it had for commercial garbage (putrescible wastes) collection, to encourage greater experimentation by entrepreneurial waste and recycling firms in composting of food wastes and the recycling of all commercial wastes.

San Jose adopted non-exclusive commercial franchise fees for all commercial haulers consisting of 30 percent of gross receipts on all commercial solid waste set out for disposal to landfill. An additional IWMA fee is levied on generators and included on bills provided to customers from commercial haulers of 28 percent of gross receipts. The total hauling fees paid to the city are 58 percent of hauler gross receipts. These levels were set to generate sufficient revenue to cover the costs of city programs and to encourage businesses to avoid these costs by recycling.

No franchise fees or IWMA fees are paid on source-separated recyclables. As a nonexclusive system in the commercial sector, generators can select any franchised or permitted hauler. In addition, businesses generating less than one cubic yard of material for disposal per week can apply for residential garbage and recycling service.

San Jose's source reduction and recycling element (SRRE) outlined a phased approach for San Jose commercial waste reduction policies:

1. Information. City guides and technical assistance to businesses and recyclers sharing information with the city about how much they recycled.
2. Incentives. Economic and policy incentives to encourage businesses to reduce waste and recycle.
3. Mandates. Requiring all or portions of the commercial waste stream generators to do more to recycle. Options include landfill bans for particular commercial materials (e.g., corrugated paper), requirements to recycle at certain levels of diversion, and/or requirements to plan for recycling.
4. City services. If all the above failed, then the city would consider whether it had to reinstitute an exclusive franchise system for commercial wastes or provide some or all of the commercial solid waste and recycling services needed to increase waste diversion in this sector.

To date, the city has decided only to work on the first two levels of this strategy. Staff is working to provide information and technical assistance and encouraging business waste reduction through economic and policy incentives.

Other San Jose Incentives

Disposal Facility Tax. In 1987 San Jose revised its business tax for landfills to better reflect the type of business activity at the landfill. Rather than charging the operators on the basis of the number of employees (as it did with most other businesses), the city decided to charge landfills in San Jose on the basis of the amount of garbage buried in the landfills. The city initially set the charge at $2 per cubic yard, measured by annual aerial surveys. After problems the first year with the volumetric measurement, the city changed the tax basis to $3 per ton and required all landfills to provide scales. Now called the disposal facility tax, the charge is $13 per ton.

Although established to raise money for the city general fund, this tax has also encouraged businesses and residents that haul their own materials to the landfills to further reduce their wastes. In addition, the disposal facility tax is structured to provide an incentive to the landfill operators to maximize their waste diversion on-site. All materials recycled or beneficially used are deducted from the tax obligation of the landfills to the city.

Landfill Permit Conditions. San Jose has four landfills operating within its borders: Zanker Road Landfill (independent), Newby Island Landfill (BFI/Allied), Kirby Canyon (WM) and Guadalupe Mines Landfill (was independent, now WM). Solid waste facility permits written for three of the four landfills in the 1980s required them to assist in meeting the city's waste reduction goals as a condition of their permits. The fourth facility had grandfathered permits but was required under its disposal agreement with the city to help meet the city's waste reduction goals.

Permit conditions contained in one or more of the permits included:

- Source separation discounts. Landfills were required to offer lower rates to generators

for clean source-separated materials to enable landfills to more easily recycle those materials.

- Using compost for cover material.
- Providing areas for salvaging, drop-off recycling, and composting on site.
- Distributing public information on recycling.
- Assisting the city's solid waste program to meet its waste reduction goals.

Conditions included in the 30-year disposal agreement for the Newby Island Landfill are:

- Providing a recycling center at least 7.5 acres in size.
- Using compost as cover material.
- Allowing the city to unilaterally decrease its put-or-pay commitments to the landfill by 25 percent in response to recycling and waste reduction initiatives.
- Providing a process for negotiating even lower waste flow commitments by mutual consent.

One of the landfills in San Jose (Zanker) particularly embraced the goals of these permit conditions and researched alternative technologies to implement at their facility. Zanker's permits restrict it to receive only nonputrescible wastes. Over the last five years, Zanker diverted 94 percent of all wastes entering its facility.

Local Government Challenges and Opportunities

Local governments define the economics of solid waste in their areas. Through their policies, laws, regulations, rate structures, fees, and taxes, local governments can have a tremendous impact on what is "economic" to do in their community.

The IWMA offers local governments an opportunity to change all facets of the old solid waste management system. This law will transform the old system that produced wasteful throwaway products and focused on the quickest and easiest way of burying garbage in a landfill. The IWMA challenges local governments to rethink the incentives in place for this one-way disposal orientation and redesign the entire system to reward and encourage waste prevention, reuse, recycling, and composting.

One of the dilemmas for local governments is where to start. There are many opportunities to make changes, such as:

- Rate reviews.
- Permit requests.
- Contract change requests.
- New contracts or requests for proposals (RFP).

When a hauler requests something of the community, it is reasonable to ask for something in return that will help the community. The ideal time to make significant changes is when communities renegotiate contracts with their haulers or develop an RFP for competitive proposals.

The IWMA intended local governments to tailor their programs, policies, and incentives to make this type of incremental progress. As more and more communities experiment with the types of incentives noted above, there will be a clearer understanding of what will work best for different situations. For now, communities should pick and choose those incentives of greatest interest, network with other municipalities, then adapt the ideas to their own local needs for continued improvement of these concepts and tools.

Tips for Replication

- Review current policies and economics, including fees, taxes, contracts, ordinances, and permits.
- Identify two to three of the best ideas from the above menu and convene a meeting of key stakeholders in your community to get their input and suggestions about those ideas.
- Review proposed policies with the CIWMB Office of Local Assistance to get the latest examples of other communities who have implemented those tools.
- Contact other communities who have implemented the two to three tools and ask them detailed questions about how those were designed, implemented, and are working today.

- Reconvene a meeting of your local stakeholders to review your research. Brainstorm ways to address concerns identified.
- Work with your attorneys to draft language.
- Circulate draft language widely for review and comment by stakeholders, residents, and businesses. Involve the media to solicit input from the public-at-large. Meet with the editorial board of the local paper before bringing the policy forward for adoption.
- Arrange for elected officials to consider the policy in the most open of forums, either a public hearing, informal committee meeting, or other method to avoid surprising anyone.
- Revise your proposal based on input from these forums, redraft, and recirculate for review and comment.
- Go slow to build the greatest consensus possible. Keep your goals in mind and be flexible when implementing these tools in your community.
- Draft your final proposal, identify any concerns remaining for elected officials, and then submit for consideration and adoption.

For more Information

CIWMB Publications

Many CIWMB publications are available on the Board's Web site at: www.ca.gov/Publications/.

To order hard copy publications, call 1-800-CA-Waste (California only) or (916) 341-6306, or write:

California Integrated Waste Management Board
Public Affairs Office,
Publications Clearinghouse (MS-6)
1001 I Street
P.O. Box 4025 (mailing address)
Sacramento, CA 95812-4025

Other Publications

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Contacts

CIWMB Contacts

For more information about local government recycling models, contact the Office of Local Assistance at CIWMB, at (916) 341-6199.

Elliot Block, Attorney, CIWMB (regarding Proposition 218), (916) 341-6080, Eblock@ciwmb.ca.gov.

Other Contacts

Dr. Jeffrey Morris, Sound Resource Management, 1477 Elliott Avenue W., Seattle, WA 98119-1304. (206) 352-9565, ZeroWaste@aol.com, www.soundresoure.com/.

Lisa Skumatz, Skumatz Economic Research Associates, SERA, Inc., 762 Eldorado Drive, Superior, CO 80027. (303) 494-1178, Fax: (303) 494-1177, skumatz@serainc.com.

Barbara Stevens, ECODATA. (203) 454-1700, BJEcon@aol.com.

Rick Mauck, City of Santa Clara, Public Works Department, 1500 Warburton Avenue, Santa Clara, CA 95050. (408) 615-2099, rmauck@ci.santa-clara.ca.us.

Margaret Rands, County of Santa Clara, Integrated Waste Management, 1735 N. First St., San Jose, CA 95112. (408) 441-1198, Margaret.Rands@pln.co.santa-clara.ca.us.

Lou Ippolito, Americlean, 779 West 19th Street, Suite J, Costa Mesa, CA 92627. (949) 462-9442, aescorp99@aol.com.

Gary Liss and Associates, 4395 Gold Trail Way, Loomis, CA 95650. (916) 652-7850, gary@garyliss.com

Kay Martin. (805) 654-2472, Kay.Martin@mail.co.ventura.ca.us

Credits and Disclaimer

Gary Liss & Associates prepared this study pursuant to contract IWM-C8028 ($198,633, included other services) with the University of California at Santa Cruz for a series of 24 studies and summaries.

The California Integrated Waste Management Board would like to acknowledge the following individuals who assisted in the preparation of this study:

Rick Mauck, City of Santa Clara
Margaret Rands, County of Santa Clara
Louis Ippolito, Americlean
Lisa Skumatz, Skumatz Economic Research Associates

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Publication #310-01-008 October 2001

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Kristine Lawler

From: Sage Sangiacomo
Sent: Tuesday, December 19, 2017 4:40 PM
To: Deborah Stanger Edelman
Cc: Kristine Lawler; Tim Eriksen; Shannon Riley
Subject: Garbage rate structure

Hi Deborah,

Thanks for the emails. I appreciate the information and continued dialogue on the topic.

Please note (and as recognized in your latest email from this afternoon), the City is not proposing to eliminate the pay as you throw (PAYT) variable rate structure. Under the current proposal, the City will continue to maintain 32, 68, 96 gallon trash containers (along with green/food and recycle bins inclusive with the service) with a cost differential between the services types.

The most recent information that you forwarded points to the City of San Jose as a leader in the PAYT. In review of their current service, the City of San Jose maintains 32, 64, and 96 residential service. San Jose eliminated their 20 gallon service in 2015 in an effort to "increase collection efficiencies and reduce administrative account maintenance costs."

Also note, the amendments proposed in the City hauler's contract include expanded educational requirements inclusive of an annual public review process that will go before the City Council. From the standpoint of enforcement, the hauler has provided strong evidence of an active and sustained program that they will continue. There have been 1,618 contamination notices given, over the last 12 months which does not include times that the route drivers have verbally warned customers. In addition, there have been 6,887 overfill charges for 10 and 20 gallon carts over the last five years.

In review of the performance measures of *cost for service* and *diversion*, I believe Ukiah is a leader. On the cost side, the City is amongst the lowest (if not the lowest rate I've seen) in the region and beyond for a variable rate structure that includes trash, recycle and green/food waste. On the diversion side, City of Ukiah's Cal Recycle Pounds per Person Per day target is 5.2. Ukiah's actual pounds per person per day for the 3rd quarter 2017 was 3.7.

Regarding the rate structure, the City has strict guidelines under 218 that prohibit establishing a rate for service in excess of the cost of service or providing a subsidy from one category of customer to another for the service. With the crash of the recycling market, there is no longer justification for the extremely low rates offered for the smaller trash cans in light of the total capacity and cost to provide service for all three containers (trash, recycle, and green). I have personally reviewed a number of residential service rates in the region (including those jurisdictions that you have cited in public testimony). For those areas that still offer a 20 gallon service, there is a very small cost differential between the 32 gallon and 20 gallon service which is indicative of the slight difference in the total capacity and same cost between service types for the other components such as trucks, bins, labor, etc.

In summary, the current proposal will maintain a PAYT structure and encourage recycling. Those customers that successfully utilize the recycle and green containers will ultimately be paying less than those that do not and require a larger trash container.

If you would like to discuss further, I'd be happy to meet with you. Again, I appreciate the open dialogue and input.

Thanks,

Sage Sangiacomo
City Manager

City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482
P) 707-463-6221
F) 707-463-6740
ssangiacomo@cityofukiah.com
www.cityofukiah.com
www.visitukiah.com

Kristine Lawler

From: Kristine Lawler
Sent: Wednesday, December 20, 2017 8:31 AM
To: Kristine Lawler
Subject: FW: Garbage rate structure

From: Deborah [mailto:deborahse@att.net]
Sent: Tuesday, December 19, 2017 10:04 PM
To: Sage Sangiacomo <ssangiacomo@cityofukiah.com>
Cc: Kristine Lawler <klawler@cityofukiah.com>; Tim Eriksen <teriksen@cityofukiah.com>; Shannon Riley <sriley@cityofukiah.com>; rcarlson@mendorecycle.org
Subject: Re: Garbage rate structure

Dear Sage,

Thank you for your thoughtful response. You've done your due diligence and I truly appreciate your efforts for the City.

We will have to agree to disagree. If customers producing 10 or 20 gallons are paying the same as those producing 32 gallons, for them, it is a uniform rate and not a PAYT program. Customers producing 32 gallons will have no incentive to produce less. The rates for the 10 and 20 may be too low but to eliminate those sizes, raise rates only for those customers, and decrease the price for the 32, 68 and 95 gallon containers sends the message that the City favors large waste generators. It is unfair for the rate increase to be shouldered exclusively by those who produce the least waste.

Again, I appreciate your efforts on what I know is a complicated issue. I am unable to attend the City Council meeting tomorrow night, so thank you for taking the time to read my emails.

All the best,

Deborah Edelman

165 Calvert Court
Ukiah, CA 95482

December 19, 2017

City of Ukiah
300 Seminary Ave.
Ukiah, CA 95482

Subject: City garbage rate increase

It is disheartening that we may be encouraged to toss more stuff into our garbage bins. With the proposed cost increase, plus the larger bins most of us will request, we will have lost the partnership we felt we had with the City. With the smaller bin and lower cost, there is financial incentive to find the best place for stuff that is not obviously recycling or green-waste, therefore less goes in the landfill.

Finding the very best place for refuse is a good thing to do but it requires some work. Recently the City encouraged us to pre-sort food-soiled paper for green-waste, which is another step.

My husband and I have always tried to figure it out. We have waited for our driver on Wednesday to ask him where something should go. If the driver didn't know, we waited in line at the transfer station to ask there. We haul stuff to the metal recycling and hazardous waste. It can all get tiring and we are senior citizens. It seems it will become easier to just toss questionable material in the one giant black bin.

I am hoping the City Council will find an in-between solution, which would be keeping the bins we have and charging for 20 gallons (which probably should have been happening all along as knowing where 10 gallons stops is almost impossible without stomping on the garbage).

Sincerely,

Carol Howlett

Carol Howlett

THE CITY OF UKIAH
RECEIVED
DEC 20 2017
CITY MGR.
CLERK DEPT.
UKIAH, CALIFORNIA

150 Calvert Court
Ukiah, CA 95482

December 19, 2017

City of Ukiah
300 Seminary Ave.
Ukiah, CA 95482

I am not in favor of the proposed rate increase for garbage. As a senior citizen I put out one small bag a week. I pay for 20 gallons but rarely exceed five gallons.

This increase seems excessive!

Kenneth Siminoe

Kenneth Siminoe

20 Dec 2017

To City of Ukiah Council,

Attached is addendum to my protest of proposed solid waste fee increases.

Apologies for handwritten material but my secretary is on extended leave and Christmas is a few short days away.

Linda Bailey
436 N Pine St.
Ukiah

service	proposed new rate	proposed monthly adjustment/yd	proportional adj/yd	new proportional rate	vol discount per mo	yr
1 yd bin	131.80	7.25/yd		131.80		
1.5 yd bin	155.74	8.57	10.88	158.05	2.31	27.76
2 yd bin	207.67	11.42	14.50	210.67	3.00	36.
3 yd bin	311.48	17.13	21.75	316.10	4.62	55.44
4 " "	415.31	22.84	29.00	421.47	6.16	73.92
6 " "	622.97	34.26	43.50	632.71	9.74	116.88

the more garbage, the lower the cost

CURBSIDE

rate for 68 gal + 95 gal is .16/gal/mo

If applied proportionally

		proposed	diff
10 gal	6.40/mo	18.63	12.23
20 gal	12.80/mo	18.63	5.83
32 gal	20.48/mo	18.63	(1.85)

volume discount for 32 gal

the only difference btwn service is size of garbage bin

recycle and green bins are the same for all

Prop 218: user fees must be proportional to service attributable to parcel

volume discounts are directly contradictory to reducing amount sent to landfill

December 20, 2017

City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

RE: Customer No. 52845-5
897 Alice Avenue
Written Protest to Proposed Solid Waste Collection and Disposal Service Rate Schedule Adjustments

This letter is an addendum to the **Written Protest** I submitted on December 5 for the Public Hearing the City Council held on December 6, 2017 that was continued to December 20, 2017. I have some questions about this increase:

1. How much does it cost to **DISPOSE OF** the waste (whether it is garbage, recyclables, or green waste) in the 10 gallon bin? The 20 gallon bin? The 32 gallon bin? The 68 gallon bin? The 95 gallon bin?

2. Why is there a **"rate per gallon for other combinations"** available but that rate isn't being used for EVERY gallon of garbage collected? Using $0.73 per gallon for garbage would result in an increase of 139.05% for a 10 gallon bin instead of 354.86%

3. Did the Mendocino Solid Waste Authority independently examine the proposal to increase by 354.86% the solid waste collection and disposal rates of the citizens who create the **LEAST** amount of solid waste that must be disposed of?

Other **OPTIONS** to the Proposed Solid Waste Rate Schedule the City Council should consider:

1. Analyze the **cost of collection and disposal** of EACH type of container – garbage, recyclables, and green waste. Charge EVERY customer for the **actual cost** of collection and disposal of each bin; OR

2. Charge a per gallon collection and disposal cost for EACH type of waste generated by EVERY customer.

I repeat what I wrote in my letter dated December 5, 2017 -- I **OPPOSE** the proposed solid waste collection and disposal service rate schedule adjustments.

If this increase is approved, my garbage rates will increase by $13.57, or 354.86%, per month!

PLEASE DENY THIS 354.86% INCREASE!

Thank you for your consideration.

Patricia R. Black
897 Alice Avenue
Ukiah, CA 95482

Robert Werra MD
#2 Lookout Dr
Ukiah Calif 95482

To: Ukiah City Council Members

RE: Cannabis Regulations

Dear Council Members,

I cannot attend the meeting, but I will offer you my views and reasons. I would endorse the conservative approach of your sister cities of Windsor and recently Ronhert Park. Their City Council Members voted to ban all cannabis in the city limits beyond that allowed by minimum State mandates. Failing that, I would urge you to enact the more liberal, but still cautious, recommendations of your diligent planning committee.

You have already approved a Medical Cannabis dispensary. It can fully meet the legitimate medical need for CBD cannabis, necessary for our community. Regarding recreational cannabis, I would urge you to proceed slowly and cautiously. I realize the City visualizes great financial benefit from cannabis sales. Also, some believe cannabis will rejuvenate downtown, without harmful consequences. The fact is we simply don't know. There is no track record in California towns like ours. This is all new – warehouse growing it, testing it, "tasting" it, and selling it, even with a major use permit. We know that THC cannabis is very detrimental to the brains of children, adolescents, and young adults, as outlined in the previous article I submitted to you. We do know that THC cannabis impairs driving leading to serious and fatal auto accidents. A study in California has shown already that cannabis related auto accidents equaled alcohol related accidents. Moreover, in Colorado, auto accidents have increased significantly since cannabis was legalized. Unfortunately, we have no legally binding THC test such as a blood alcohol level available to curb this risk on our city streets. Nor do we know the added burden to the city and the Police Dept. for enforcement. We know by history that the promises from the state for necessary added funds for enforcement are illusory. Local citizens will bear the financial burden.

Specifically, I would urge you to keep cannabis out of the downtown and semi-residential CN areas, like South Dora Street, with or without a major use permit. There are plenty of areas elsewhere in our City. Furthermore, I would urge you to enact the residential cannabis growing rules as outlined in the Windsor model in the attached article.

There are a number of communities eager to try out widespread cannabis use. There is no urgency. Let us learn from their experience – good and bad. Then we can act wisely and prudently for the benefit of our community.

Finally, whether you agree with me or not, I applaud your hard work. From my limited exposure to you and the planning committee it is clear that you all work very diligently to serve our community.

Thank You,

Robert Werra MD

Robert Werra, M.D.

Windsor outlaws cannabis business

ROHNERT PARK HAS RECENTLY DONE THE SAME.

Council wants to preserve warehouse space, also bans outdoor pot growing

By **CLARK MASON**
THE PRESS DEMOCRAT

The largest city in northern Sonoma County is saying "no" to marijuana — no dispensaries, no cannabis businesses and no outdoor cultivation.

The Windsor Town Council last week unanimously introduced an ordinance prohibiting any type of marijuana businesses within city limits, in part to preserve warehouse space from being gobbled up by the newly legalized industry.

Debora Fudge

But town officials also want to avoid any associated problems, such as burglaries and robberies of cash-heavy marijuana businesses.

"Windsor remains primarily a family-oriented town," said Mayor Debora Fudge, who said there has been little call from the citizenry of Windsor to adopt a more lenient attitude toward cannabis.

Windsor Police Sgt. Andy Cash said that in previous meetings leading up to Wednesday's action, it was clear the council wanted Windsor to have a "small town vibe. They wanted to keep a bedroom community, a wholesome community."

With the passage last November of Prop. 64 legalizing recreational cannabis statewide, adults can possess up to an ounce of marijuana and cultivate up to six plants per residence.

But cities and counties can put strict restrictions on indoor cultivation and prohibit outside grows like Windsor did Wednesday.

Under those rules, the six plants must be inside, and an over-the-counter permit is required from the community development department. There

TURN TO CANNABIS » PAGE A4

CANNABIS

CONTINUED FROM A3

are more than a dozen other conditions such as complying with electrical, plumbing and fire codes, filtered ventilation to prevent marijuana odors, and security measures.

Most of the discussion centered on enforcement, with the council agreeing that any unauthorized cultivation could be subject to a fine of up to $1,000 per plant for each day the violation remains unabated.

Bruce Okrepkie

Enforcement will be driven by complaints; police officers and town employees will not be actively searching for unauthorized cultivation.

Councilman Bruce Okrepkie said Windsor has limited commercial space and he didn't want the town to experience a situation like the one in Santa Rosa, where the emerging cannabis industry is filling empty warehouses and driving up commercial real estate prices and rents. On Wednesday, only a couple of people addressed the council on the topic without voicing any dissent.

"I'm glad we didn't chase the gold ring of marijuana tax that seems to be the lure for the county and other jurisdictions," said Bill Adams, vice president of the Windsor Unified school board.

He said allowing commercial grows and manufacture of marijuana products creates revenue, but "at a price that I think our community isn't entirely clear what that's going to be."

The Town Council did make an exception to allow deliveries to Windsor residents from out-of-town pot dispensaries.

You can reach Staff Writer Clark Mason at 707-521-5214 or clark.mason@pressdemocrat.com. On Twitter @clarkmas.

Dear Folks,

420 N. Pine St.
(since 1983)

Thanks for all your dedication to make Ukiah a better place.

I, too, am trying, in my way, by reusing and reducing my waste and also not bringing it home in the first place.

I feel I am being penalized for not having my containers on the street very much as I practice conservation. This is our collective challenge of the times, and we need to get serious about this if we want our grandchildren to have a livable planet.

Please don't raise my rates because I am doing the "right thing".

Thanks for your consideration.

Tom Face 420 N. Pine St

Agenda Item No.: 11b

MEETING DATE/TIME: 12/20/2017

PEAK ITEM NO: COU-243-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Discussion and Possible Introduction of the Cannabis Related Business Ordinance

DEPARTMENT: Community Development **PREPARED BY:** Darcy Vaughn

ATTACHMENTS:

Attachment 1 - Cannabis Business Ordinance Version 1 - CLEAN
Attachment 2 - Cannabis Business Ordinance Version 1 - REDLINE
Attachment 3 Cannabis Business Ordinance Version 2 CLEAN
Attachment 4 - Cannabis Business Ordinance Version 2 - REDLINE
Attachment 5 Cannabis Business Ordinance Comparison Table.pdf

Summary: The City Council will conduct a public hearing and consider introducing the Cannabis Related Business Ordinance by title only.

Background: On November 8, 2017, the Planning Commission conducted a public hearing and provided a recommendation to the Council on the Cannabis Related Business Ordinance regarding suitable zoning designations for Cannabis Related Businesses. The Council considered and implemented the Planning Commission's recommendations and made additional amendments to the Ordinance at their December 6, 2017 meeting, resulting in Version 1 of the Cannabis Related Business Ordinance attached here as Attachments 1 and 2. Specifically, the Council implemented the Commission's recommendation that all Cannabis Related Businesses must be located at least 250 feet from a residentially zoned parcel, measured parcel line to parcel line. In addition, the Council incorporated an amended version of the Planning

RECOMMENDED ACTION: Staff and the Cannabis Ad Hoc ask that the City Council conduct a public hearing and consider introducing the Cannabis Related Business Ordinance by title only.

BUDGET AMENDMENT REQUIRED: No
CURRENT BUDGET AMOUNT: N/A
PROPOSED BUDGET AMOUNT: N/A
FINANCING SOURCE: N/A
PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A
COORDINATED WITH: N/A

Approved: Sage Sangiacomo, City Manager

Commission's recommendation that the City further limit the types of Cannabis Business uses permitted, as well as the zoning districts in which these uses would be permitted, in order to slowly introduce regulations for Cannabis Related Businesses legally operating in the City.

On December 14, 2017, the Cannabis Ad Hoc Committee met to discuss the potential policy impacts of Version 1 of the Ordinance implemented by the Council on December 6th. The Ad Hoc's primary concern was that the Planning Commission's recommendations implemented by the Council would result in a de facto prohibition of Cannabis Related Businesses operating within the City. A map of the City showing possible locations for Cannabis Related Businesses based on the restrictions imposed in Version 1 of the Ordinance (this map will be displayed during the presentation on this agenda item) showed that these restrictions will indeed severely limit the possible locations of such Businesses. As the Ad Hoc does not believe that it was the intent of the Planning Commission or the Council to effectively ban operation and regulation of Cannabis Related Businesses in the City, the Ad Hoc proposes a number of amendments to the Ordinance that would avoid a de facto prohibition but would still address a number of the policy concerns stated by the Planning Commission and the Council about the mitigating the impacts of such Businesses. These amendments are implemented in Version 2 of the Cannabis Related Business Ordinance which is included here as Attachments 3 and 4, and the policy objectives of Version 2 discussed at greater length below.

At their December 14, 2017 meeting, the Ad Hoc Committee also discussed the recently- adopted state regulations on commercial cannabis enterprises and their impacts. Although the State regulations allow for local jurisdictions to adopt more strict regulations than have been adopted by the State, the Ad Hoc Committee recommends that the Council give consideration in adopting regulations that create a regulated environment for cannabis enterprises, rather than adopting regulations which might have the unintended consequence of promoting the black market and other illegal and unregulated activities.

In addition, the Ad Hoc felt that it is important that the Council consider economic impacts when considering the adoption of cannabis regulations. By all indications, prior to the release of the new State regulations, efforts were being made to protect existing small scale cannabis enterprises, but that approach demonstrably changed with the release of the new regulations from the Bureau of Cannabis Control, which allows the immediate implementation of large scale cultivation and manufacturing of cannabis-related products.

This unanticipated change in how the State will license and regulate cannabis activities may significantly impact the economies of Ukiah and Mendocino County; which, in part, have been supported by commercial cannabis activities. Adopting policies that promote the economic base and job growth in the Ukiah community, including regulating and licensing cannabis activities, may help support our future economy and job availability.

Discussion: The Cannabis Related Business Ordinance proposes a number of amendments to the Ukiah City Code that would allow certain cannabis-related businesses to operate within the City with a Use Permit in various zoning districts. Attached to this item are two versions of the Cannabis Related Business Ordinance: (1) Version 1, which implements the recommendations made by the Planning Commission as well as amendments made by the Council at their December 6, 2017 meeting, and (2) Version 2, which implements the recommendations of the Ad Hoc, including those Planning Commission recommendations and Council amendments that would not result in a de facto prohibition on operation of Cannabis Related Businesses in the City.

Both versions of the Cannabis Related Business Ordinance in part, amend the City Code to establish and define types of Cannabis Related Businesses that will be allowed to operate with a Use Permit in certain zoning districts: (1) Cultivation, (2) Manufacturer – Level 1, (3) Testing Laboratory, (4) Retailer, (5) Distributor, (6) Microbusiness. For the purposes of the Cannabis Related Business Ordinance, staff opted to base the City's proposed commercial cannabis business use designations and definitions on the State's commercial use designations and definitions in the MAUCRSA. The Planning Commission and the Council recommended that Cannabis Related Businesses would be allowed with a Use Permit only in the following zoning districts:

Community Commercial (C-1)
Heavy Commercial (C-2)
Manufacturing (M)
General Urban (GU)
Urban Center (UC)
Downtown Core (DC)

In addition, the Planning Commission recommended, and the Council implemented the recommendation, that the location of Cannabis Related Businesses should be restricted to at least 250 feet, parcel line to parcel line, from a residentially zoned parcel. All other distance restrictions would be derived from those set forth in the MAUCRSA.

As noted above, the Ad Hoc was concerned that these restrictions would effectively prohibit legal operation of Cannabis Related Businesses in the City, particularly in areas that can be easily and safely patrolled by law enforcement. Having confirmed that these restrictions would result in a de facto ban, the Ad Hoc proposed the following amendments implemented in Version 2 of the Cannabis Business Ordinance:

1. Cannabis Related Businesses will be allowed with a Use Permit in the following zoning districts (see the Comparison Table in Attachment 5 showing which Cannabis Related Business uses are permitted in each particular zoning district):
Community Commercial (C-1)
Heavy Commercial (C-2)
Manufacturing (M)
Planned Development (PD)
Public Facilities (PF)
General Urban (GU)
Urban Center (UC)
Downtown Core (DC)

2. The Ad Hoc agrees that Manufacturing – Level 2, i.e. using volatile chemicals, is a public safety concern and does not wish to allow this use within the City limits at this time.

3. The Ad Hoc agrees that all Cannabis Related Businesses be excluded from Residential (R) and Neighborhood Commercial (CN) zoning districts.

4. In order to avoid a de facto prohibition on allowing regulated and permitted Cannabis Related Businesses to operate within the City, the Ad Hoc recommends imposing only those distance restrictions that are consistent with those already in effect for Medical Marijuana Dispensaries through the current Medical Marijuana Dispensaries Ordinance. The Ad Hoc does not believe there is any compelling reason for taking a patchwork approach to imposing distance restrictions and believes that an approach that is consistent with the current distance restrictions already in effect for Dispensaries will be appropriate and effective. As such, in Version 2 of the Ordinance, Cannabis Related Businesses are prohibited in the following locations, unless the Zoning Administrator or Planning Commission determines that a waiver should be granted:
A. Within six hundred feet (600') of a school, with that distance measured as the horizontal distance in a straight line from the property line of the school to the closest property line of the lot on which the Cannabis Related Business is to be located;
B. Within two hundred fifty feet (250') of a youth-oriented facility (public park, church, museum, library, or licensed daycare facility), with that distance measured by street frontage from the property line of the youth-oriented facility to the closest property line of the lot on which the Cannabis Related Business is to be located, and not radial distance;
C. Abutting, on any side of the parcel upon which the Cannabis Related Business is located, a parcel occupied by a youth-oriented facility or a school;
D. Within any residential zoned parcel or primary land use, or any property with an underlying residential or

3

mobile homes general plan land use designation; or
E. On a parcel having a residential unit, or on a parcel directly abutting a residentially zoned property, unless there are intervening nonresidential uses between the Cannabis Related Business and the residential unit or the residentially zoned property that the decision-making entity charged with hearing and making the decision on the Use Permit application or the appeal of that decision determines sufficient to provide an appropriate separation.

CEQA Compliance:
The proposed City Code amendments for regulation of commercial cannabis activity are statutorily exempt from the requirements of the California Environmental Quality Act (CEQA), pursuant to Business and Professions Code §26055(h). This subdivision is in effect through July 1, 2019, and specifically exempts from environmental review the adoption of an ordinance or regulation by a local jurisdiction if the ordinance or regulation requires discretionary review, including environmental review, and approval of local permits or licenses for commercial cannabis activity.

4

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING AND AMENDING VARIOUS SECTIONS OF THE UKIAH CITY CODE TO REGULATE CANNABIS RELATED BUSINESSES.

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

SECTION 1

Article 7 of Chapter 2 in Division 9 of the Ukiah City Code, pertaining to the Community Commercial (C-1) Zoning District, is hereby amended to read as follows (unchanged text is omitted and is shown by "* * *"):

§9082 PERMITTED USES

The following uses require approval of a use permit pursuant to the provisions contained in section 9262 of this chapter:

*** * ***
Cannabis Microbusiness
Cannabis Retailer
Cannabis Testing Laboratory

*** * ***

SECTION 2

Article 8 of Chapter 2 in Division 9 of the Ukiah City Code, pertaining to the Heavy Commercial (C-2) Zoning District, is hereby amended to read as follows (unchanged text is omitted and is shown by "* * *"):

§9097 PERMITTED USES

The following uses require approval of a use permit pursuant to the provisions contained in section 9262 of this chapter:

Cannabis Cultivation – Specialty Cottage.
Cannabis Cultivation – Specialty Indoor.
Cannabis Cultivation – Specialty Mixed Light.
Cannabis Distribution
Cannabis Manufacturing – Level 1.
Cannabis Microbusiness.
Cannabis Nursery.
Cannabis Retailer.
Cannabis Testing Laboratory.

*** * ***

SECTION 3

Article 9 of Chapter 2 in Division 9 of the Ukiah City Code, pertaining to the Manufacturing (M) Zoning Districts, is hereby amended to read as follows (unchanged text is omitted and is shown by "* * *"):

§9112 USES PERMITTED SUBJECT TO FIRST SECURING A USE PERMIT

The following uses may be permitted in Manufacturing (M) Districts subject to first securing a use permit, as provided in this Chapter, in each case:

A. Cannabis Cultivation – Specialty Cottage.

B. Cannabis Cultivation – Specialty Indoor.

C. Cannabis Cultivation – Specialty Mixed Light.

D. Cannabis Distribution

E. Cannabis Manufacturing – Level 1.

F. Cannabis Microbusiness.

G. Cannabis Nursery.

H. Cannabis Retailer.

I. Cannabis Testing Laboratory.
J. Industrial, manufacturing, or storage uses which may be objectionable by reason of production of smoke, dust, noise, radioactivity, vibration, bright light or other causes.

K. Recreational uses, hotels, motels, mobile home parks, retail stores, offices, service establishments.

L. Resident manager/security personnel housing.

SECTION 4

Table 3 in Section 9223.1 of Article 18, Chapter 2 in Division 9 of the Ukiah City Code is hereby amended by specifying that a Cannabis Testing Laboratory, Cannabis Retailer, and Cannabis Microbusiness are allowable uses with a Major Use Permit (MAUP) in the General Urban (GU), Urban Center (UC), and Downtown Core (DC) zoning districts, and inserting a reference to section 9254 and 9261 in the column entitled "Additional Zoning Requirements by Code Section".

SECTION 5

Article 20 of Chapter 2 in Division 9 of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by "* * *"):

§9261 DISCRETIONARY PLANNING PERMITS

*** * ***

D. ***

*** * ***

5.

a. In all Zoning Districts in which they are a permitted use, the following Cannabis Related Businesses shall be considered major uses:

Cannabis Cultivation – Specialty Cottage.
Cannabis Cultivation – Specialty Indoor.
Cannabis Cultivation – Specialty Mixed Light.
Cannabis Microbusiness.
Cannabis Nursery.
Cannabis Retailer.

Major Use Permits issued for Cannabis Related Businesses shall be subject to annual review, and shall be subject to annual review and revocation according to the procedures set forth in Section 9262, subsections K and L of this Article.

b. In all Zoning Districts in which they are a permitted use, the following Cannabis Related Businesses shall be considered minor uses:

Cannabis Distribution
Cannabis Manufacturing – Level 1

Minor Use Permits issued for Cannabis Related Businesses shall be subject to annual review, and shall be subject to annual review and revocation according to the procedures set forth in Section 9262, subsections K and L of this Article.

c. In the Heavy Commercial (C-2) and Manufacturing (M) Zoning Districts zoning districts, Cannabis Testing Laboratories shall be considered a minor use. In the Community Commercial (C-1) and General Urban (GU), Urban Center (UC), and Downtown Core (DC) zoning districts, Cannabis Testing Laboratories shall be considered a major use.

d. All Cannabis Related Businesses operating subject to Use Permits under this Section will operate indoors in a fully enclosed secure structure, as defined in Section 9254 of this Code, and must be located at least 250 feet, measured from nearest parcel line to nearest parcel line, from any residential parcel.

*** * ***

§9262 USE PERMIT PROCEDURES

*** * ***

J. Use Permits for Cannabis Related Businesses: Use Permits issued for Cannabis Related Businesses shall be subject to annual review according to the procedures set forth in subsection K of this Section, and shall be subject to revocation according to the procedures set forth in subsection L of this Section.

K. Annual Review of Use Permits for Cannabis Related Businesses:

1. Use Permits for Cannabis Related Businesses will be subject to annual review by the Zoning Administrator, including inspection of the Business by the Zoning Administrator or his designee, to determine whether the Business is being operated in accordance with any conditions of approval imposed on the Use Permit as issued by the Planning Commission or Zoning Administrator. The City Council may, from time to time by resolution in accordance with the procedures required by law, establish fees to be charged and collected for annual review pursuant to this subsection.

2. In the course of annual review and after annual inspection, the Zoning Administrator shall make findings of fact regarding the Cannabis Related Business operator's adherence to the conditions of approval for the Use Permit. In addition, the Zoning Administrator will consider the following nonexclusive criteria in making findings of fact which may be grounds for revocation of a Use Permit for a Cannabis Related Business:

    a. Whether the Cannabis Related Business operated pursuant to the Use Permit has generated an excessive number of calls for police service compared to similarly situated businesses of the same size as the Cannabis Related Business.

    b. Whether there have been excessive secondary criminal or public nuisance impacts in the surrounding area or neighborhood, including, but not limited to, disturbances of the peace, illegal drug activity, marijuana use in public, harassment of passersby, littering, loitering, illegal parking, loud noises, odors, or lewd conduct.

    c. Whether the Cannabis Related Business operating pursuant to a Use Permit has a history of inadequate safeguards or procedures that show it is likely that it will not comply with the any operating requirements and standards required in the conditions of approval.

    d. Whether the Cannabis Related Business has failed to pay fees, penalties, or taxes required by the conditions of approval of the Use Permit or by this Code or State law, or has failed to comply with any requirements for the production of records or other reporting requirements of this Code.

    e. Whether the operator of the Cannabis Related Business or one or more of its officers, employees, partners, managers or members with management responsibilities ("Managers") has been convicted of a felony, or has engaged in misconduct that is substantially related to the qualifications, functions or duties of an operator of a Cannabis Related Business. A "conviction" within the meaning of this chapter means a plea or verdict of guilty, or a conviction following a plea of nolo contendere. Notwithstanding the above, an application shall not be denied solely on the basis that the applicant or any Manager has been convicted of a felony, if the person convicted has obtained a certificate of rehabilitation (expungement of felony record) under California law or under a similar Federal statute or State law where the expungement was granted.

f. Whether the operator or Managers of the Cannabis Related Business have previously or are currently engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices.

g. Whether the Cannabis Related Business has been operated in compliance with applicable State law and provisions of this Code generally.

3. If the Zoning Administrator determines that the Cannabis Related Business is being operated in violation of any conditions of approval imposed on the Use Permit as issued by the Planning Commission or the Zoning Administrator, the Use Permit may be subject to revocation.

L. Revocation of Use Permits for Cannabis Related Businesses:

1. In addition to the reasons for revocation of an approved use permit set forth in subdivisions (H)(1) and (K)(2) of this Section, an approved use permit for a Cannabis Related Business may be revoked through the City's revocation process, as set forth in subdivision (H)(2) of this Section, except that all references therein to the Planning Commission shall be deemed to refer to the Zoning Administrator, if the Cannabis Related Business is operated in a manner that violates the conditions of approval imposed by the Use Permit or the provisions of this Code, or conflicts with State law. At the public hearing to be conducted by the Zoning Administrator as set forth in subdivision (H)(2) of this Section, the Zoning Administrator shall make findings regarding the alleged specific violations of this Code or State law.

2. An appeal of the Zoning Administrator's decision on revocation of a Use Permit for a Cannabis Related Business may be made to the Planning Commission for a final decision. Any such appeal must comply with the requirements of Section 9266 of this Article, except that all references therein to the City Council shall be deemed to refer to the Planning Commission.

3. When a final decision revoking a Use Permit for a Cannabis Related Business is made as provided in this Section, the permittee shall become ineligible for a period of three years thereafter to apply for a use permit for a Cannabis Related Business. The ineligibility shall include any corporation or other business entity, including, but not limited to, a partnership or limited liability company, in which the permittee has any direct or indirect beneficial, financial or ownership interest.

SECTION 6

Article 21 of Chapter 2 in Division 9 of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by "* * *"):

§9278 DEFINITIONS

***

B. ***

*** * ***

CANNABIS: All parts of the plant Cannabis sativa linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means: (1) “marijuana” as defined by Section 11018 of the Health and Safety Code, and (2) the separated resin, whether crude or purified, obtained from marijuana. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this article, “cannabis” does not mean “industrial hemp” as defined by Food and Agricultural Code Section 81000 or Health and Safety Code Section 11018.5.

CANNABIS CULTIVATION: Any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

CANNABIS CULTIVATION – INDOOR: The cultivation of cannabis within a fully enclosed secure structure, as defined in Section 9254 of this Code.

CANNABIS CULTIVATION – LARGE INDOOR: Indoor cultivation using exclusively artificial lighting greater than 22,000 square feet, inclusive, of total canopy size on one premises.

CANNABIS CULTIVATION – LARGE MIXED LIGHT: Indoor cultivation using any combination of natural and supplemental artificial lighting, greater than 22,000 square feet, inclusive, of total canopy size on one premises.

CANNABIS CULTIVATION – MEDIUM INDOOR: Indoor cultivation using exclusively artificial lighting between 10,001 and 22,000 square feet, inclusive, of total canopy size on one premises.

CANNABIS CULTIVATION – MEDIUM MIXED LIGHT: Indoor cultivation using any combination of natural and supplemental artificial lighting, between 10,001 and 22,000 square feet, inclusive, of total canopy size on one premises.

CANNABIS CULTIVATION – SMALL INDOOR: Indoor cultivation using exclusively artificial lighting between 5,001 and 10,000 square feet, inclusive, of total canopy size on one premises.

CANNABIS CULTIVATION – SMALL MIXED LIGHT: Indoor cultivation using any combination of natural and supplemental artificial lighting, inclusive, of total canopy size on one premises.

CANNABIS CULTIVATION – SPECIALTY COTTAGE: Indoor cultivation using any combination of natural and supplemental artificial lighting, of 2,500 square feet or less of total canopy size for mixed-light cultivation, or 500 square feet or less of total canopy size for indoor cultivation, on one premises.

CANNABIS CULTIVATION – SPECIALTY INDOOR: Indoor cultivation using exclusively artificial lighting of between 2,501 and 5,000 square feet of total canopy size on one premises.

CANNABIS CULTIVATION – SPECIALTY MIXED LIGHT: Indoor cultivation using any combination of natural and supplemental artificial lighting, of between 2,501 and 5,000 square feet of total canopy size on one premises.

CANNABIS DISTRIBUTION: The procurement, sale, and transport of cannabis and cannabis products between permitted and licensed cannabis businesses for the distribution of cannabis and cannabis products.

CANNABIS MANUFACTURING: The production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or relabels its container.

CANNABIS MANUFACTURING - LEVEL 1: Cannabis Manufacturing involving the manufacture of cannabis products using nonvolatile solvents, or no solvents.

CANNABIS MANUFACTURING – LEVEL 2: Cannabis Manufacturing involving the manufacture of cannabis products using volatile solvents.

CANNABIS MICROBUSINESS: A Cannabis Related Business operating under a State Type 12 license for microbusinesses, or a state cannabis license type subsequently established, and meeting the definition of “microbusiness” set forth in Business and Professions Code § 26070(a)(3)(A), as may be amended from time to time, which cultivates less than 5,000 square feet of cannabis and acts as a licensed distributor, Level 1 manufacturer, and retailer on the same Premises. A Cannabis Microbusiness that also acts as a Cannabis Retailer must also comply with the provisions of Division 6, Chapter 8 of the Ukiah City Code, except that a Microbusiness with a retail component is not required to obtain a Dispensary Use Permit pursuant to Section 5703 of this Code.

CANNABIS NURSERY: Cultivation of Cannabis that produces only clones, immature plants, seeds, and other agricultural products used specifically for the propagation and cultivation of Cannabis.

CANNABIS PRODUCTS: Cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including but not limited to concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

CANNABIS RELATED BUSINESS: A commercial enterprise engaged in the cultivation, possession, manufacture, processing, storing, laboratory testing, labeling, distribution, or distribution, of cannabis or a cannabis product, including a Microbusiness, except as set forth in Business and Professions Code Section 26033 related to qualifying patients and primary caregivers, Division 6, Chapter 8 of the Ukiah City Code pertaining to regulation of marijuana dispensaries and issuance and renewal of Dispensary Use Permits, and Section 9254 of this Chapter pertaining to cultivation of marijuana for personal use. For purposes of this Article, this definition of a Cannabis Related Business excludes businesses engaged in the retail sale and delivery of Cannabis, Cannabis products, or Cannabis Products to patients or customers, which are regulated under Division 6, Chapter 8 of this Code. All Cannabis Related Businesses

operating within the City must possess a valid State license appropriate for the type of business operated.

CANNABIS RETAILER: A commercial enterprise engaged in the retail sale and delivery of cannabis or cannabis products to customers. A retailer shall have a licensed premises which is a physical location from which commercial cannabis activities are conducted. A retailer's premises may be closed to the public. A retailer may conduct sales exclusively by delivery. All Cannabis Retail operations in the City of Ukiah are regulated pursuant to Division 6, Chapter 8 of the Ukiah City Code and must comply with all provisions of this Division.

CANNABIS TESTING LABORATORY: A laboratory, facility, or entity that offers or performs tests of cannabis or cannabis products.

*** * ***

MARIJUANA: The term "Marijuana," as used in this Chapter and throughout the Code, shall have the same meaning as the term "Cannabis" as defined in this Chapter.

***

PREMISES: The designated structure or structures and land specified in the application for a Use Permit for a Cannabis Related Business that is owned, leased, or otherwise held under the control of the applicant or permittee where the Cannabis Related Business will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one permittee.

*** * ***

VOLATILE SOLVENTS: Solvents that are or produce a flammable gas or vapor that, when present in the air in sufficient quantities, will create explosive or ignitable mixtures.

SECTION 6

1. SEVERABILITY.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Ukiah hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

2. EFFECTIVE DATE.

This Ordinance shall be published as required by law in a newspaper of general circulation in the City of Ukiah, and shall become effective thirty (30) days after its adoption.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

Adopted on _____, 2017 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Kevin Doble, Mayor

ATTEST:

_____
Kristine Lawler, City Clerk

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING AND AMENDING VARIOUS SECTIONS OF THE UKIAH CITY CODE TO REGULATE CANNABIS RELATED BUSINESSES.

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

SECTION 1

Article 7 of Chapter 2 in Division 9 of the Ukiah City Code, pertaining to the Community Commercial (C-1) Zoning District, is hereby amended to read as follows (unchanged text is omitted and is shown by "* * *"):

§9082 PERMITTED USES

The following uses require approval of a use permit pursuant to the provisions contained in section 9262 of this chapter:

*** * ***

Cannabis Microbusiness
Cannabis Retailer
Cannabis Testing Laboratory

*** * ***

SECTION 2

Article 8 of Chapter 2 in Division 9 of the Ukiah City Code, pertaining to the Heavy Commercial (C-2) Zoning District, is hereby amended to read as follows (unchanged text is omitted and is shown by "* * *"):

§9097 PERMITTED USES

The following uses require approval of a use permit pursuant to the provisions contained in section 9262 of this chapter:

Cannabis Cultivation – Specialty Cottage.
Cannabis Cultivation – Specialty Indoor.
Cannabis Cultivation – Specialty Mixed Light.
Cannabis Distribution
Cannabis Manufacturing – Level 1.
Cannabis Microbusiness.
Cannabis Nursery.
Cannabis Retailer.
Cannabis Testing Laboratory.

*** * ***

SECTION 3

Article 9 of Chapter 2 in Division 9 of the Ukiah City Code, pertaining to the Manufacturing (M) Zoning Districts, is hereby amended to read as follows (unchanged text is omitted and is shown by "* * *"):

§9112 USES PERMITTED SUBJECT TO FIRST SECURING A USE PERMIT

The following uses may be permitted in Manufacturing (M) Districts subject to first securing a use permit, as provided in this Chapter, in each case:

A. Cannabis Cultivation – Specialty Cottage.

B. Cannabis Cultivation – Specialty Indoor.

C. Cannabis Cultivation – Specialty Mixed Light.

D. Cannabis Distribution

E. Cannabis Manufacturing – Level 1.

F. Cannabis Microbusiness.

G. Cannabis Nursery.

H. Cannabis Retailer.

I. Cannabis Testing Laboratory.

~~A~~J. Industrial, manufacturing, or storage uses which may be objectionable by reason of production of smoke, dust, noise, radioactivity, vibration, bright light or other causes.

~~B~~K. Recreational uses, hotels, motels, mobile home parks, retail stores, offices, service establishments.

~~C~~L. Resident manager/security personnel housing.

SECTION 4

Table 3 in Section 9223.1 of Article 18, Chapter 2 in Division 9 of the Ukiah City Code is hereby amended by specifying that a Cannabis Testing Laboratory, Cannabis Retailer, and Cannabis Microbusiness are allowable uses with a Major Use Permit (MAUP) in the General Urban (GU), Urban Center (UC), and Downtown Core (DC) zoning districts, and inserting a reference to section 9254 and 9261 in the column entitled "Additional Zoning Requirements by Code Section".

SECTION 5

Article 20 of Chapter 2 in Division 9 of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by "* * *"):

§9261 DISCRETIONARY PLANNING PERMITS

* * *

D. ***

* * *

5.

a. In all Zoning Districts in which they are a permitted use, the following Cannabis Related Businesses shall be considered major uses:

Cannabis Cultivation – Specialty Cottage.
Cannabis Cultivation – Specialty Indoor.
Cannabis Cultivation – Specialty Mixed Light.
Cannabis Microbusiness.
Cannabis Nursery.
Cannabis Retailer.

Major Use Permits issued for Cannabis Related Businesses shall be subject to annual review, and shall be subject to annual review and revocation according to the procedures set forth in Section 9262, subsections K and L of this Article.

b. In all Zoning Districts in which they are a permitted use, the following Cannabis Related Businesses shall be considered minor uses:

Cannabis Distribution
Cannabis Manufacturing – Level 1

Minor Use Permits issued for Cannabis Related Businesses shall be subject to annual review, and shall be subject to annual review and revocation according to the procedures set forth in Section 9262, subsections K and L of this Article.

c. In the Heavy Commercial (C-2) and Manufacturing (M) Zoning Districts zoning districts, Cannabis Testing Laboratories shall be considered a minor use. In the Community Commercial zoning district (C-1) and General Urban (GU), Urban Center (UC), and Downtown Core (DC) zoning districts, Cannabis Testing Laboratories shall be considered a major use.

d. All Cannabis Related Businesses operating subject to Use Permits under this Section will operate indoors in a fully enclosed secure structure, as defined in Section 9254 of this Code, and must be located at least 250 feet, measured from nearest parcel line to nearest parcel line, from any residential parcel.

* * *

§9262 USE PERMIT PROCEDURES

* * *

J. Use Permits for Cannabis Related Businesses: Use Permits issued for Cannabis Related Businesses shall be subject to annual review according to the procedures set forth in subsection K of this Section, and shall be subject to revocation according to the procedures set forth in subsection L of this Section.

K. Annual Review of Use Permits for Cannabis Related Businesses:

1. Use Permits for Cannabis Related Businesses will be subject to annual review by the Zoning Administrator, including inspection of the Business by the Zoning Administrator or his designee, to determine whether the Business is being operated in accordance with any conditions of approval imposed on the Use Permit as issued by the Planning Commission or Zoning Administrator. The City Council may, from time to time by resolution in accordance with the procedures required by law, establish fees to be charged and collected for annual review pursuant to this subsection.

2. In the course of annual review and after annual inspection, the Zoning Administrator shall make findings of fact regarding the Cannabis Related Business operator's adherence to the conditions of approval for the Use Permit. In addition, the Zoning Administrator will consider the following nonexclusive criteria in making findings of fact which may be grounds for revocation of a Use Permit for a Cannabis Related Business:

    a. Whether the Cannabis Related Business operated pursuant to the Use Permit has generated an excessive number of calls for police service compared to similarly situated businesses of the same size as the Cannabis Related Business.

    b. Whether there have been excessive secondary criminal or public nuisance impacts in the surrounding area or neighborhood, including, but not limited to, disturbances of the peace, illegal drug activity, marijuana use in public, harassment of passersby, littering, loitering, illegal parking, loud noises, odors, or lewd conduct.

    c. Whether the Cannabis Related Business operating pursuant to a Use Permit has a history of inadequate safeguards or procedures that show it is likely that it will not comply with the any operating requirements and standards required in the conditions of approval.

    d. Whether the Cannabis Related Business has failed to pay fees, penalties, or taxes required by the conditions of approval of the Use Permit or by this Code or State law, or has failed to comply with any requirements for the production of records or other reporting requirements of this Code.

    e. Whether the operator of the Cannabis Related Business or one or more of its officers, employees, partners, managers or members with management responsibilities ("Managers") has been convicted of a felony, or has engaged in misconduct that is substantially related to the qualifications, functions or duties of an operator of a Cannabis Related Business. A "conviction" within the meaning of this chapter means a plea or verdict of guilty, or a conviction following a plea of nolo contendere. Notwithstanding the above, an application shall not be denied solely on the basis that the applicant or any Manager has been convicted of a felony, if the person convicted has obtained a certificate of rehabilitation (expungement of felony record) under California law or under a similar Federal statute or State law where the expungement was granted.

f. Whether the operator or Managers of the Cannabis Related Business have previously or are currently engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices.

g. Whether the Cannabis Related Business has been operated in compliance with applicable State law and provisions of this Code generally.

3. If the Zoning Administrator determines that the Cannabis Related Business is being operated in violation of any conditions of approval imposed on the Use Permit as issued by the Planning Commission or the Zoning Administrator, the Use Permit may be subject to revocation.

L. Revocation of Use Permits for Cannabis Related Businesses:

1. In addition to the reasons for revocation of an approved use permit set forth in subdivisions (H)(1) and (K)(2) of this Section, an approved use permit for a Cannabis Related Business may be revoked through the City's revocation process, as set forth in subdivision (H)(2) of this Section, except that all references therein to the Planning Commission shall be deemed to refer to the Zoning Administrator, if the Cannabis Related Business is operated in a manner that violates the conditions of approval imposed by the Use Permit or the provisions of this Code, or conflicts with State law. At the public hearing to be conducted by the Zoning Administrator as set forth in subdivision (H)(2) of this Section, the Zoning Administrator shall make findings regarding the alleged specific violations of this Code or State law.

2. An appeal of the Zoning Administrator's decision on revocation of a Use Permit for a Cannabis Related Business may be made to the Planning Commission for a final decision. Any such appeal must comply with the requirements of Section 9266 of this Article, except that all references therein to the City Council shall be deemed to refer to the Planning Commission.

3. When a final decision revoking a Use Permit for a Cannabis Related Business is made as provided in this Section, the permittee shall become ineligible for a period of three years thereafter to apply for a use permit for a Cannabis Related Business. The ineligibility shall include any corporation or other business entity, including, but not limited to, a partnership or limited liability company, in which the permittee has any direct or indirect beneficial, financial or ownership interest.

SECTION 6

Article 21 of Chapter 2 in Division 9 of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by "* * *"):

§9278 DEFINITIONS

***

B. ***

*** * ***

CANNABIS: All parts of the plant Cannabis sativa linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means: (1) "marijuana" as defined by Section 11018 of the Health and Safety Code, and (2) the separated resin, whether crude or purified, obtained from marijuana. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this article, "cannabis" does not mean "industrial hemp" as defined by Food and Agricultural Code Section 81000 or Health and Safety Code Section 11018.5.

CANNABIS CULTIVATION: Any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

CANNABIS CULTIVATION – INDOOR: The cultivation of cannabis within a fully enclosed secure structure, as defined in Section 9254 of this Code.

CANNABIS CULTIVATION – LARGE INDOOR: Indoor cultivation using exclusively artificial lighting greater than 22,000 square feet, inclusive, of total canopy size on one premises.

CANNABIS CULTIVATION – LARGE MIXED LIGHT: Indoor cultivation using any combination of natural and supplemental artificial lighting, greater than 22,000 square feet, inclusive, of total canopy size on one premises.

CANNABIS CULTIVATION – MEDIUM INDOOR: Indoor cultivation using exclusively artificial lighting between 10,001 and 22,000 square feet, inclusive, of total canopy size on one premises.

CANNABIS CULTIVATION – MEDIUM MIXED LIGHT: Indoor cultivation using any combination of natural and supplemental artificial lighting, between 10,001 and 22,000 square feet, inclusive, of total canopy size on one premises.

CANNABIS CULTIVATION – SMALL INDOOR: Indoor cultivation using exclusively artificial lighting between 5,001 and 10,000 square feet, inclusive, of total canopy size on one premises.

CANNABIS CULTIVATION – SMALL MIXED LIGHT: Indoor cultivation using any combination of natural and supplemental artificial lighting, inclusive, of total canopy size on one premises.

CANNABIS CULTIVATION – SPECIALTY COTTAGE: Indoor cultivation using any combination of natural and supplemental artificial lighting, of 2,500 square feet or less of total canopy size for mixed-light cultivation, or 500 square feet or less of total canopy size for indoor cultivation, on one premises.

CANNABIS CULTIVATION – SPECIALTY INDOOR: Indoor cultivation using exclusively artificial lighting of between 2,501 and 5,000 square feet of total canopy size on one premises.

CANNABIS CULTIVATION – SPECIALTY MIXED LIGHT: Indoor cultivation using any combination of natural and supplemental artificial lighting, of between 2,501 and 5,000 square feet of total canopy size on one premises.

CANNABIS DISTRIBUTION: The procurement, sale, and transport of cannabis and cannabis products between permitted and licensed cannabis businesses for the distribution of cannabis and cannabis products.

CANNABIS MANUFACTURING: The production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or relabels its container.

CANNABIS MANUFACTURING - LEVEL 1: Cannabis Manufacturing involving the manufacture of cannabis products using nonvolatile solvents, or no solvents.

CANNABIS MANUFACTURING – LEVEL 2: Cannabis Manufacturing involving the manufacture of cannabis products using volatile solvents.

CANNABIS MICROBUSINESS: A Cannabis Related Business operating under a State Type 12 license for microbusinesses, or a state cannabis license type subsequently established, and meeting the definition of “microbusiness” set forth in Business and Professions Code § 26070(a)(3)(A), as may be amended from time to time, which cultivates less than 5,000 square feet of cannabis and acts as a licensed distributor, Level 1 manufacturer, and retailer on the same Premises. A Cannabis Microbusiness that also acts as a Cannabis Retailer must also comply with the provisions of Division 6, Chapter 8 of the Ukiah City Code, except that a Microbusiness with a retail component is not required to obtain a Dispensary Use Permit pursuant to Section 5703 of this Code.

CANNABIS NURSERY: Cultivation of Cannabis that produces only clones, immature plants, seeds, and other agricultural products used specifically for the propagation and cultivation of Cannabis.

CANNABIS PRODUCTS: Cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including but not limited to concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

CANNABIS RELATED BUSINESS: A commercial enterprise engaged in the cultivation, possession, manufacture, processing, storing, laboratory testing, labeling, distribution, or distribution, of cannabis or a cannabis product, including a Microbusiness, except as set forth in Business and Professions Code Section 26033 related to qualifying patients and primary caregivers, Division 6, Chapter 8 of the Ukiah City Code pertaining to regulation of marijuana dispensaries and issuance and renewal of Dispensary Use Permits, and Section 9254 of this Chapter pertaining to cultivation of marijuana for personal use. For purposes of this Article, this definition of a Cannabis Related Business excludes businesses engaged in the retail sale and delivery of Cannabis, Cannabis products, or Cannabis Products to patients or customers, which are regulated under Division 6, Chapter 8 of this Code. All Cannabis Related Businesses

operating within the City must possess a valid State license appropriate for the type of business operated.

CANNABIS RETAILER: A commercial enterprise engaged in the retail sale and delivery of cannabis or cannabis products to customers. A retailer shall have a licensed premises which is a physical location from which commercial cannabis activities are conducted. A retailer's premises may be closed to the public. A retailer may conduct sales exclusively by delivery. All Cannabis Retail operations in the City of Ukiah are regulated pursuant to Division 6, Chapter 8 of the Ukiah City Code and must comply with all provisions of this Division.

CANNABIS TESTING LABORATORY: A laboratory, facility, or entity that offers or performs tests of cannabis or cannabis products.

*** * ***

MARIJUANA: The term "Marijuana," as used in this Chapter and throughout the Code, shall have the same meaning as the term "Cannabis" as defined in this Chapter.

***

PREMISES: The designated structure or structures and land specified in the application for a Use Permit for a Cannabis Related Business that is owned, leased, or otherwise held under the control of the applicant or permittee where the Cannabis Related Business will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one permittee.

*** * ***

VOLATILE SOLVENTS: Solvents that are or produce a flammable gas or vapor that, when present in the air in sufficient quantities, will create explosive or ignitable mixtures.

SECTION 6

1. SEVERABILITY.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Ukiah hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

2. EFFECTIVE DATE.

This Ordinance shall be published as required by law in a newspaper of general circulation in the City of Ukiah, and shall become effective thirty (30) days after its adoption.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

Adopted on _____, 2017 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Kevin Doble, Mayor

ATTEST:

_____
Kristine Lawler, City Clerk

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING AND AMENDING VARIOUS SECTIONS OF THE UKIAH CITY CODE TO REGULATE CANNABIS RELATED BUSINESSES.

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

SECTION 1

Article 7 of Chapter 2 in Division 9 of the Ukiah City Code, pertaining to the Community Commercial (C-1) Zoning District, is hereby amended to read as follows (unchanged text is omitted and is shown by "* * *"):

§9082 PERMITTED USES

The following uses require approval of a use permit pursuant to the provisions contained in section 9262 of this chapter:

*** * ***
Cannabis Manufacturing – Level 1
Cannabis Microbusiness
Cannabis Nursery
Cannabis Retailer
Cannabis Testing Laboratory
*** * ***

SECTION 2

Article 8 of Chapter 2 in Division 9 of the Ukiah City Code, pertaining to the Heavy Commercial (C-2) Zoning District, is hereby amended to read as follows (unchanged text is omitted and is shown by "* * *"):

§9097 PERMITTED USES

The following uses require approval of a use permit pursuant to the provisions contained in section 9262 of this chapter:

Cannabis Cultivation – Large Indoor.
Cannabis Cultivation – Large Mixed Light.
Cannabis Cultivation – Medium Indoor.
Cannabis Cultivation – Medium Mixed Light.
Cannabis Cultivation – Small Indoor.
Cannabis Cultivation – Small Mixed Light
Cannabis Cultivation – Specialty Cottage.
Cannabis Cultivation – Specialty Indoor.
Cannabis Cultivation – Specialty Mixed Light.
Cannabis Distribution.
Cannabis Manufacturing – Level 1.
Cannabis Microbusiness.
Cannabis Nursery.

Cannabis Retailer.
Cannabis Testing Laboratory.

*** * ***

SECTION 3

Article 9 of Chapter 2 in Division 9 of the Ukiah City Code, pertaining to the Manufacturing (M) Zoning Districts, is hereby amended to read as follows (unchanged text is omitted and is shown by "* * *"):

§9112 USES PERMITTED SUBJECT TO FIRST SECURING A USE PERMIT

The following uses may be permitted in Manufacturing (M) Districts subject to first securing a use permit, as provided in this Chapter, in each case:

A. Cannabis Cultivation – Large Indoor.

B. Cannabis Cultivation – Large Mixed Light.

C. Cannabis Cultivation – Medium Indoor.

D. Cannabis Cultivation – Medium Mixed Light.

E. Cannabis Cultivation – Small Indoor.

F. Cannabis Cultivation – Small Mixed Light.

G. Cannabis Cultivation – Specialty Cottage.

H. Cannabis Cultivation – Specialty Indoor.

I. Cannabis Cultivation – Specialty Mixed Light.

J. Cannabis Distribution

K. Cannabis Manufacturing – Level 1.

L. Cannabis Microbusiness.

M. Cannabis Nursery.

N. Cannabis Retailer.

O. Cannabis Testing Laboratory.

P. Industrial, manufacturing, or storage uses which may be objectionable by reason of production of smoke, dust, noise, radioactivity, vibration, bright light or other causes.

Q. Recreational uses, hotels, motels, mobile home parks, retail stores, offices, service establishments.

R. Resident manager/security personnel housing.

SECTION 4

Article 15 of Chapter 2 in Division 9 of the Ukiah City Code, pertaining to the Public Facilities (PF) Zoning District, is hereby amended to read as follows (unchanged text is omitted and is shown by "* * *"):

§9170.2 PERMITTED USES

The following uses are permitted in the Public Facilities (PF) Zoning District subject to first securing a use permit:

Cannabis Cultivation – Large Indoor.
Cannabis Cultivation – Large Mixed-Light.
Cannabis Cultivation – Medium Indoor.
Cannabis Cultivation – Medium Mixed-Light.
Cannabis Cultivation – Small Indoor.
Cannabis Cultivation – Small Mixed-Light.
Cannabis Cultivation – Specialty Cottage.
Cannabis Cultivation – Specialty Indoor.
Cannabis Cultivation – Specialty Mixed Light.
Cannabis Distribution
Cannabis Manufacturing – Level 1.
Cannabis Microbusiness.
Cannabis Nursery.
Cannabis Retailer.
Cannabis Testing Laboratory.

***

SECTION 5

Article 15.6 of Chapter 2 in Division 9 of the Ukiah City Code is hereby amended to add a new Section 9173.7 which shall read as follows:

§9173.7 CANNABIS RELATED BUSINESSES

A. All Cannabis Related Businesses, as defined in Section 9278 of this Code, operating subject to Use Permits under this Chapter will operate indoors in a fully enclosed secure structure, as defined in Section 9254 of this Code, and shall not be allowed in the following areas:

1. Within six hundred feet (600') of a school, as defined in Section 5702P of this Code, with that distance measured as the horizontal distance in a straight line from the property line of the school to the closest property line of the lot on which the Cannabis Related Business is to be located without regard to intervening structures, pursuant to California Health and Safety Code Section 11362.768; or

2. Within two hundred fifty feet (250') of a youth-oriented facility other than a school, as defined in Section 5702R of this Code, with that distance measured by street frontage from the property line of the youth-oriented facility to the closest property line of the lot on which the Cannabis Related Business is to be located, and not radial distance; or

3. Abutting, on any side of the parcel upon which the Cannabis Related Business is located, a parcel occupied by a youth-oriented facility or a school; or

4. Within any residential zoned parcel or primary land use, or any property with an underlying residential or mobile homes general plan land use designation; or

5. On a parcel having a residential unit, or on a parcel directly abutting a residentially zoned property, unless there are intervening nonresidential uses between the Cannabis Related Business and the residential unit or the residentially zoned property that the decision-making entity charged with hearing and making the decision on the Use Permit application or the appeal of that decision determines sufficient to provide an appropriate separation.

B. A waiver of the provisions in subsections A2 through 5 of this Section may be granted if the applicant demonstrates on plans and materials presented for review and the Planning Commission determines that a physical barrier or other condition exists which achieves the same purpose and intent as the distance separation requirements established herein, and that, as a result, the Zoning Administrator or the Planning Commission makes a finding of no adverse impact resulting from the proposed location of the Cannabis Related Business.

SECTION 6

Table 3 in Section 9223.1 of Article 18, Chapter 2 in Division 9 of the Ukiah City Code is hereby amended by specifying that a Cannabis Testing Laboratory, Cannabis Retailer, and Cannabis Microbusiness are allowable uses with a Major Use Permit (MAUP) in the General Urban (GU), Urban Center (UC), and Downtown Core (DC) zoning districts, and inserting a reference to section 9254 and 9261 in the column entitled "Additional Zoning Requirements by Code Section".

SECTION 7

Article 20 of Chapter 2 in Division 9 of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by "* * *"):

§9261 DISCRETIONARY PLANNING PERMITS

*** * ***

D. ***

*** * ***

5.

a. In all Zoning Districts in which they are a permitted use, the following Cannabis Related Businesses shall be considered major uses:

Cannabis Cultivation – Specialty Cottage.
Cannabis Cultivation – Specialty Indoor.
Cannabis Cultivation – Specialty Mixed Light.

Cannabis Microbusiness.
Cannabis Nursery.
Cannabis Retailer.

Major Use Permits issued for Cannabis Related Businesses shall be subject to annual review, and shall be subject to annual review and revocation according to the procedures set forth in Section 9262, subsections K and L of this Article.

b. In all Zoning Districts in which they are a permitted use, the following Cannabis Related Businesses shall be considered minor uses:

Cannabis Distribution
Cannabis Manufacturing – Level 1

Minor Use Permits issued for Cannabis Related Businesses shall be subject to annual review, and shall be subject to annual review and revocation according to the procedures set forth in Section 9262, subsections K and L of this Article.

c. In the Heavy Commercial (C-2) and Manufacturing (M) Zoning Districts zoning districts, Cannabis Testing Laboratories shall be considered a minor use. In the Community Commercial zoning district (C-1) and General Urban (GU), Urban Center (UC), and Downtown Core (DC) zoning districts, Cannabis Testing Laboratories shall be considered a major use.

*** * ***

§9262 USE PERMIT PROCEDURES

*** * ***

J. Use Permits for Cannabis Related Businesses: Use Permits issued for Cannabis Related Businesses shall be subject to annual review according to the procedures set forth in subsection K of this Section, and shall be subject to revocation according to the procedures set forth in subsection L of this Section.

K. Annual Review of Use Permits for Cannabis Related Businesses:

1. Use Permits for Cannabis Related Businesses will be subject to annual review by the Zoning Administrator, including inspection of the Business by the Zoning Administrator or his designee, to determine whether the Business is being operated in accordance with any conditions of approval imposed on the Use Permit as issued by the Planning Commission or Zoning Administrator. The City Council may, from time to time by resolution in accordance with the procedures required by law, establish fees to be charged and collected for annual review pursuant to this subsection.

2. In the course of annual review and after annual inspection, the Zoning Administrator shall make findings of fact regarding the Cannabis Related Business operator's adherence to the conditions of approval for the Use Permit. In addition, the Zoning Administrator will consider the following nonexclusive criteria in making findings of fact which may be grounds for revocation of a Use Permit for a Cannabis Related Business:

a. Whether the Cannabis Related Business operated pursuant to the Use Permit has generated an excessive number of calls for police service compared to similarly situated businesses of the same size as the Cannabis Related Business.

b. Whether there have been excessive secondary criminal or public nuisance impacts in the surrounding area or neighborhood, including, but not limited to, disturbances of the peace, illegal drug activity, marijuana use in public, harassment of passersby, littering, loitering, illegal parking, loud noises, odors, or lewd conduct.

c. Whether the Cannabis Related Business operating pursuant to a Use Permit has a history of inadequate safeguards or procedures that show it is likely that it will not comply with the any operating requirements and standards required in the conditions of approval.

d. Whether the Cannabis Related Business has failed to pay fees, penalties, or taxes required by the conditions of approval of the Use Permit or by this Code or State law, or has failed to comply with any requirements for the production of records or other reporting requirements of this Code.

e. Whether the operator of the Cannabis Related Business or one or more of its officers, employees, partners, managers or members with management responsibilities ("Managers") has been convicted of a felony, or has engaged in misconduct that is substantially related to the qualifications, functions or duties of an operator of a Cannabis Related Business. A "conviction" within the meaning of this chapter means a plea or verdict of guilty, or a conviction following a plea of nolo contendere. Notwithstanding the above, an application shall not be denied solely on the basis that the applicant or any Manager has been convicted of a felony, if the person convicted has obtained a certificate of rehabilitation (expungement of felony record) under California law or under a similar Federal statute or State law where the expungement was granted.

f. Whether the operator or Managers of the Cannabis Related Business have previously or are currently engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices.

g. Whether the Cannabis Related Business has been operated in compliance with applicable State law and provisions of this Code generally.

3. If the Zoning Administrator determines that the Cannabis Related Business is being operated in violation of any conditions of approval imposed on the Use Permit as issued by the Planning Commission or the Zoning Administrator, the Use Permit may be subject to revocation.

L. Revocation of Use Permits for Cannabis Related Businesses:

1. In addition to the reasons for revocation of an approved use permit set forth in subdivisions (H)(1) and (K)(2) of this Section, an approved use permit for a Cannabis Related Business may be revoked through the City's revocation process,

as set forth in subdivision (H)(2) of this Section, except that all references therein to the Planning Commission shall be deemed to refer to the Zoning Administrator, if the Cannabis Related Business is operated in a manner that violates the conditions of approval imposed by the Use Permit or the provisions of this Code, or conflicts with State law. At the public hearing to be conducted by the Zoning Administrator as set forth in subdivision (H)(2) of this Section, the Zoning Administrator shall make findings regarding the alleged specific violations of this Code or State law.

2. An appeal of the Zoning Administrator's decision on revocation of a Use Permit for a Cannabis Related Business may be made to the Planning Commission for a final decision. Any such appeal must comply with the requirements of Section 9266 of this Article, except that all references therein to the City Council shall be deemed to refer to the Planning Commission.

3. When a final decision revoking a Use Permit for a Cannabis Related Business is made as provided in this Section, the permittee shall become ineligible for a period of three years thereafter to apply for a use permit for a Cannabis Related Business. The ineligibility shall include any corporation or other business entity, including, but not limited to, a partnership or limited liability company, in which the permittee has any direct or indirect beneficial, financial or ownership interest.

SECTION 8

Article 21 of Chapter 2 in Division 9 of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by "* * *"):

§9278 DEFINITIONS

***

B. ***

*** * ***

CANNABIS: All parts of the plant Cannabis sativa linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means: (1) "marijuana" as defined by Section 11018 of the Health and Safety Code, and (2) the separated resin, whether crude or purified, obtained from marijuana. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this article, "cannabis" does not mean "industrial hemp" as defined by Food and Agricultural Code Section 81000 or Health and Safety Code Section 11018.5.

CANNABIS CULTIVATION: Any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

CANNABIS CULTIVATION – INDOOR: The cultivation of cannabis within a fully enclosed secure structure, as defined in Section 9254 of this Code.

CANNABIS CULTIVATION – LARGE INDOOR: Indoor cultivation using exclusively artificial lighting greater than 22,000 square feet, inclusive, of total canopy size on one premises.

CANNABIS CULTIVATION – LARGE MIXED LIGHT: Indoor cultivation using any combination of natural and supplemental artificial lighting, greater than 22,000 square feet, inclusive, of total canopy size on one premises.

CANNABIS CULTIVATION – MEDIUM INDOOR: Indoor cultivation using exclusively artificial lighting between 10,001 and 22,000 square feet, inclusive, of total canopy size on one premises.

CANNABIS CULTIVATION – MEDIUM MIXED LIGHT: Indoor cultivation using any combination of natural and supplemental artificial lighting, between 10,001 and 22,000 square feet, inclusive, of total canopy size on one premises.

CANNABIS CULTIVATION – SMALL INDOOR: Indoor cultivation using exclusively artificial lighting between 5,001 and 10,000 square feet, inclusive, of total canopy size on one premises.

CANNABIS CULTIVATION – SMALL MIXED LIGHT: Indoor cultivation using any combination of natural and supplemental artificial lighting, inclusive, of total canopy size on one premises.

CANNABIS CULTIVATION – SPECIALTY COTTAGE: Indoor cultivation using any combination of natural and supplemental artificial lighting, of 2,500 square feet or less of total canopy size for mixed-light cultivation, or 500 square feet or less of total canopy size for indoor cultivation, on one premises.

CANNABIS CULTIVATION – SPECIALTY INDOOR: Indoor cultivation using exclusively artificial lighting of between 2,501 and 5,000 square feet of total canopy size on one premises.

CANNABIS CULTIVATION – SPECIALTY MIXED LIGHT: Indoor cultivation using any combination of natural and supplemental artificial lighting, of between 2,501 and 5,000 square feet of total canopy size on one premises.

CANNABIS DISTRIBUTION: The procurement, sale, and transport of cannabis and cannabis products between permitted and licensed cannabis businesses for the distribution of cannabis and cannabis products.

CANNABIS MANUFACTURING: The production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or relabels its container.

CANNABIS MANUFACTURING - LEVEL 1: Cannabis Manufacturing involving the manufacture of cannabis products using nonvolatile solvents, or no solvents.

CANNABIS MANUFACTURING – LEVEL 2: Cannabis Manufacturing involving the manufacture of cannabis products using volatile solvents.

CANNABIS MICROBUSINESS: A Cannabis Related Business operating under a State Type 12 license for microbusinesses, or a state cannabis license type subsequently established, and meeting the definition of "microbusiness" set forth in Business and Professions Code § 26070(a)(3)(A), as may be amended from time to time, which cultivates less than 10,000 square feet of cannabis and acts as a licensed distributor, Level 1 manufacturer, and retailer on the same Premises. A Cannabis Microbusiness that also acts as a Cannabis Retailer must also comply with the provisions of Division 6, Chapter 8 of the Ukiah City Code, except that a Microbusiness with a retail component is not required to obtain a Dispensary Use Permit pursuant to Section 5703 of this Code.

CANNABIS NURSERY: Cultivation of Cannabis that produces only clones, immature plants, seeds, and other agricultural products used specifically for the propagation and cultivation of Cannabis.

CANNABIS PRODUCTS: Cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including but not limited to concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

CANNABIS RELATED BUSINESS: A commercial enterprise engaged in the cultivation, possession, manufacture, processing, storing, laboratory testing, labeling, distribution, or distribution, of cannabis or a cannabis product, including a Microbusiness, except as set forth in Business and Professions Code Section 26033 related to qualifying patients and primary caregivers, Division 6, Chapter 8 of the Ukiah City Code pertaining to regulation of marijuana dispensaries and issuance and renewal of Dispensary Use Permits, and Section 9254 of this Chapter pertaining to cultivation of marijuana for personal use. For purposes of this Article, this definition of a Cannabis Related Business excludes businesses engaged in the retail sale and delivery of Cannabis, Cannabis products, or Cannabis Products to patients or customers, which are regulated under Division 6, Chapter 8 of this Code. All Cannabis Related Businesses operating within the City must possess a valid State license appropriate for the type of business operated.

CANNABIS RETAILER: A commercial enterprise engaged in the retail sale and delivery of cannabis or cannabis products to customers. A retailer shall have a licensed premises which is a physical location from which commercial cannabis activities are conducted. A retailer's premises may be closed to the public. A retailer may conduct sales exclusively by delivery. All Cannabis Retail operations in the City of Ukiah are regulated pursuant to Division 6, Chapter 8 of the Ukiah City Code and must comply with all provisions of this Division.

CANNABIS TESTING LABORATORY: A laboratory, facility, or entity that offers or performs tests of cannabis or cannabis products.

*** * ***

MARIJUANA: The term "Marijuana," as used in this Chapter and throughout the Code, shall have the same meaning as the term "Cannabis" as defined in this Chapter.

***

PREMISES: The designated structure or structures and land specified in the application for a Use Permit for a Cannabis Related Business that is owned, leased, or otherwise held under the control of the applicant or permittee where the Cannabis Related Business will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one permittee.

*** * ***

VOLATILE SOLVENTS: Solvents that are or produce a flammable gas or vapor that, when present in the air in sufficient quantities, will create explosive or ignitable mixtures.

SECTION 9

1. SEVERABILITY.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Ukiah hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

2. EFFECTIVE DATE.

This Ordinance shall be published as required by law in a newspaper of general circulation in the City of Ukiah, and shall become effective thirty (30) days after its adoption.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

Adopted on _____, 2017 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Kevin Doble, Mayor

ATTEST:

_____
Kristine Lawler, City Clerk

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING AND AMENDING VARIOUS SECTIONS OF THE UKIAH CITY CODE TO REGULATE CANNABIS RELATED BUSINESSES.

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

SECTION 1

Article 7 of Chapter 2 in Division 9 of the Ukiah City Code, pertaining to the Community Commercial (C-1) Zoning District, is hereby amended to read as follows (unchanged text is omitted and is shown by "* * *"):

§9082 PERMITTED USES

The following uses require approval of a use permit pursuant to the provisions contained in section 9262 of this chapter:

*** * ***

Cannabis Manufacturing – Level 1
Cannabis Microbusiness
Cannabis Nursery
Cannabis Retailer
Cannabis Testing Laboratory

*** * ***

SECTION 2

Article 8 of Chapter 2 in Division 9 of the Ukiah City Code, pertaining to the Heavy Commercial (C-2) Zoning District, is hereby amended to read as follows (unchanged text is omitted and is shown by "* * *"):

§9097 PERMITTED USES

The following uses require approval of a use permit pursuant to the provisions contained in section 9262 of this chapter:

Cannabis Cultivation – Large Indoor.
Cannabis Cultivation – Large Mixed Light.
Cannabis Cultivation – Medium Indoor.
Cannabis Cultivation – Medium Mixed Light.
Cannabis Cultivation – Small Indoor.
Cannabis Cultivation – Small Mixed Light
Cannabis Cultivation – Specialty Cottage.
Cannabis Cultivation – Specialty Indoor.
Cannabis Cultivation – Specialty Mixed Light.
Cannabis Distribution.
Cannabis Manufacturing – Level 1.
Cannabis Microbusiness.

Cannabis Nursery.
Cannabis Retailer.
Cannabis Testing Laboratory.

* * *

SECTION 3

Article 9 of Chapter 2 in Division 9 of the Ukiah City Code, pertaining to the Manufacturing (M) Zoning Districts, is hereby amended to read as follows (unchanged text is omitted and is shown by "* * *"):

§9112 USES PERMITTED SUBJECT TO FIRST SECURING A USE PERMIT

The following uses may be permitted in Manufacturing (M) Districts subject to first securing a use permit, as provided in this Chapter, in each case:

A. Cannabis Cultivation – Large Indoor.

B. Cannabis Cultivation – Large Mixed Light.

C. Cannabis Cultivation – Medium Indoor.

D. Cannabis Cultivation – Medium Mixed Light.

E. Cannabis Cultivation – Small Indoor.

F. Cannabis Cultivation – Small Mixed Light.

G. Cannabis Cultivation – Specialty Cottage.

H. Cannabis Cultivation – Specialty Indoor.

I. Cannabis Cultivation – Specialty Mixed Light.

J. Cannabis Distribution

K. Cannabis Manufacturing – Level 1.

L. Cannabis Microbusiness.

M. Cannabis Nursery.

N. Cannabis Retailer.

O. Cannabis Testing Laboratory.

~~A~~P. Industrial, manufacturing, or storage uses which may be objectionable by reason of production of smoke, dust, noise, radioactivity, vibration, bright light or other causes.

~~B~~Q. Recreational uses, hotels, motels, mobile home parks, retail stores, offices, service establishments.

~~C~~R. Resident manager/security personnel housing.

SECTION 4

Article 15 of Chapter 2 in Division 9 of the Ukiah City Code, pertaining to the Public Facilities (PF) Zoning District, is hereby amended to read as follows (unchanged text is omitted and is shown by "* * *"):

§9170.2 PERMITTED USES

The following uses are permitted in the Public Facilities (PF) Zoning District subject to first securing a use permit:

Cannabis Cultivation – Large Indoor.
Cannabis Cultivation – Large Mixed-Light.
Cannabis Cultivation – Medium Indoor.
Cannabis Cultivation – Medium Mixed-Light.
Cannabis Cultivation – Small Indoor.
Cannabis Cultivation – Small Mixed-Light.
Cannabis Cultivation – Specialty Cottage.
Cannabis Cultivation – Specialty Indoor.
Cannabis Cultivation – Specialty Mixed Light.
Cannabis Distribution
Cannabis Manufacturing – Level 1.
Cannabis Microbusiness.
Cannabis Nursery.
Cannabis Retailer.
Cannabis Testing Laboratory.

***

SECTION 5

Article 15.6 of Chapter 2 in Division 9 of the Ukiah City Code is hereby amended to add a new Section 9173.7 which shall read as follows:

§9173.7 CANNABIS RELATED BUSINESSES

A. All Cannabis Related Businesses, as defined in Section 9278 of this Code, operating subject to Use Permits under this Chapter will operate indoors in a fully enclosed secure structure, as defined in Section 9254 of this Code, and shall not be allowed in the following areas:

1. Within six hundred feet (600') of a school, as defined in Section 5702P of this Code, with that distance measured as the horizontal distance in a straight line from the property line of the school to the closest property line of the lot on which the Cannabis Related Business is to be located without regard to intervening structures, pursuant to California Health and Safety Code Section 11362.768; or

2. Within two hundred fifty feet (250') of a youth-oriented facility other than a school, as defined in Section 5702R of this Code, with that distance measured by street frontage from the property line of the youth-oriented facility to the closest property line of the lot on which the Cannabis Related Business is to be located, and not radial distance; or

3. Abutting, on any side of the parcel upon which the Cannabis Related Business is located, a parcel occupied by a youth-oriented facility or a school; or

4. Within any residential zoned parcel or primary land use, or any property with an underlying residential or mobile homes general plan land use designation; or

5. On a parcel having a residential unit, or on a parcel directly abutting a residentially zoned property, unless there are intervening nonresidential uses between the Cannabis Related Business and the residential unit or the residentially zoned property that the decision-making entity charged with hearing and making the decision on the Use Permit application or the appeal of that decision determines sufficient to provide an appropriate separation.

B. A waiver of the provisions in subsections A2 through 5 of this Section may be granted if the applicant demonstrates on plans and materials presented for review and the Planning Commission determines that a physical barrier or other condition exists which achieves the same purpose and intent as the distance separation requirements established herein, and that, as a result, the Zoning Administrator or Planning Commission makes a finding of no adverse impact resulting from the proposed location of the Cannabis Related Business.

SECTION 6

Table 3 in Section 9223.1 of Article 18, Chapter 2 in Division 9 of the Ukiah City Code is hereby amended by specifying that a Cannabis Testing Laboratory, Cannabis Retailer, and Cannabis Microbusiness are allowable uses with a Major Use Permit (MAUP) in the General Urban (GU), Urban Center (UC), and Downtown Core (DC) zoning districts, and inserting a reference to section 9254 and 9261 in the column entitled "Additional Zoning Requirements by Code Section".

SECTION 7

Article 20 of Chapter 2 in Division 9 of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by "* * *"):

§9261 DISCRETIONARY PLANNING PERMITS

*** * ***

D. ***

*** * ***

5.

a. In all Zoning Districts in which they are a permitted use, the following Cannabis Related Businesses shall be considered major uses:

Cannabis Cultivation – Specialty Cottage.
Cannabis Cultivation – Specialty Indoor.
Cannabis Cultivation – Specialty Mixed Light.
Cannabis Microbusiness.
Cannabis Nursery.
Cannabis Retailer.

Major Use Permits issued for Cannabis Related Businesses shall be subject to annual review, and shall be subject to annual review and revocation according to the procedures set forth in Section 9262, subsections K and L of this Article.

b. In all Zoning Districts in which they are a permitted use, the following Cannabis Related Businesses shall be considered minor uses:

Cannabis Distribution
Cannabis Manufacturing – Level 1

Minor Use Permits issued for Cannabis Related Businesses shall be subject to annual review, and shall be subject to annual review and revocation according to the procedures set forth in Section 9262, subsections K and L of this Article.

c. In the Heavy Commercial (C-2) and Manufacturing (M) Zoning Districts zoning districts, Cannabis Testing Laboratories shall be considered a minor use. In the Community Commercial zoning district (C-1) and General Urban (GU), Urban Center (UC), and Downtown Core (DC) zoning districts, Cannabis Testing Laboratories shall be considered a major use.

*** * ***

§9262 USE PERMIT PROCEDURES

*** * ***

J. Use Permits for Cannabis Related Businesses: Use Permits issued for Cannabis Related Businesses shall be subject to annual review according to the procedures set forth in subsection K of this Section, and shall be subject to revocation according to the procedures set forth in subsection L of this Section.

K. Annual Review of Use Permits for Cannabis Related Businesses:

1. Use Permits for Cannabis Related Businesses will be subject to annual review by the Zoning Administrator, including inspection of the Business by the Zoning Administrator or his designee, to determine whether the Business is being operated in accordance with any conditions of approval imposed on the Use Permit as issued by the Planning Commission or Zoning Administrator. The City Council may, from time to time by resolution in accordance with the procedures required by law, establish fees to be charged and collected for annual review pursuant to this subsection.

2. In the course of annual review and after annual inspection, the Zoning Administrator shall make findings of fact regarding the Cannabis Related Business operator's adherence to the conditions of approval for the Use Permit. In addition, the Zoning Administrator will consider the following nonexclusive criteria in making findings of

fact which may be grounds for revocation of a Use Permit for a Cannabis Related Business:

a. Whether the Cannabis Related Business operated pursuant to the Use Permit has generated an excessive number of calls for police service compared to similarly situated businesses of the same size as the Cannabis Related Business.

b. Whether there have been excessive secondary criminal or public nuisance impacts in the surrounding area or neighborhood, including, but not limited to, disturbances of the peace, illegal drug activity, marijuana use in public, harassment of passersby, littering, loitering, illegal parking, loud noises, odors, or lewd conduct.

c. Whether the Cannabis Related Business operating pursuant to a Use Permit has a history of inadequate safeguards or procedures that show it is likely that it will not comply with the any operating requirements and standards required in the conditions of approval.

d. Whether the Cannabis Related Business has failed to pay fees, penalties, or taxes required by the conditions of approval of the Use Permit or by this Code or State law, or has failed to comply with any requirements for the production of records or other reporting requirements of this Code.

e. Whether the operator of the Cannabis Related Business or one or more of its officers, employees, partners, managers or members with management responsibilities ("Managers") has been convicted of a felony, or has engaged in misconduct that is substantially related to the qualifications, functions or duties of an operator of a Cannabis Related Business. A "conviction" within the meaning of this chapter means a plea or verdict of guilty, or a conviction following a plea of nolo contendere. Notwithstanding the above, an application shall not be denied solely on the basis that the applicant or any Manager has been convicted of a felony, if the person convicted has obtained a certificate of rehabilitation (expungement of felony record) under California law or under a similar Federal statute or State law where the expungement was granted.

f. Whether the operator or Managers of the Cannabis Related Business have previously or are currently engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices.

g. Whether the Cannabis Related Business has been operated in compliance with applicable State law and provisions of this Code generally.

3. If the Zoning Administrator determines that the Cannabis Related Business is being operated in violation of any conditions of approval imposed on the Use Permit as issued by the Planning Commission or the Zoning Administrator, the Use Permit may be subject to revocation.

L. Revocation of Use Permits for Cannabis Related Businesses:

1. In addition to the reasons for revocation of an approved use permit set forth in subdivisions (H)(1) and (K)(2) of this Section, an approved use permit for a Cannabis Related Business may be revoked through the City's revocation process, as set forth in subdivision (H)(2) of this Section, except that all references therein to the Planning Commission shall be deemed to refer to the Zoning Administrator, if the Cannabis Related Business is operated in a manner that violates the conditions of approval imposed by the Use Permit or the provisions of this Code, or conflicts with State law. At the public hearing to be conducted by the Zoning Administrator as set forth in subdivision (H)(2) of this Section, the Zoning Administrator shall make findings regarding the alleged specific violations of this Code or State law.

2. An appeal of the Zoning Administrator's decision on revocation of a Use Permit for a Cannabis Related Business may be made to the Planning Commission for a final decision. Any such appeal must comply with the requirements of Section 9266 of this Article, except that all references therein to the City Council shall be deemed to refer to the Planning Commission.

3. When a final decision revoking a Use Permit for a Cannabis Related Business is made as provided in this Section, the permittee shall become ineligible for a period of three years thereafter to apply for a use permit for a Cannabis Related Business. The ineligibility shall include any corporation or other business entity, including, but not limited to, a partnership or limited liability company, in which the permittee has any direct or indirect beneficial, financial or ownership interest.

SECTION 8

Article 21 of Chapter 2 in Division 9 of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by "* * *"):

§9278 DEFINITIONS

***

B. ***

*** * ***

CANNABIS: All parts of the plant Cannabis sativa linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means: (1) "marijuana" as defined by Section 11018 of the Health and Safety Code, and (2) the separated resin, whether crude or purified, obtained from marijuana. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this article, "cannabis" does not mean "industrial hemp" as defined by Food and Agricultural Code Section 81000 or Health and Safety Code Section 11018.5.

CANNABIS CULTIVATION: Any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

CANNABIS CULTIVATION – INDOOR: The cultivation of cannabis within a fully enclosed secure structure, as defined in Section 9254 of this Code.

CANNABIS CULTIVATION – LARGE INDOOR: Indoor cultivation using exclusively artificial lighting greater than 22,000 square feet, inclusive, of total canopy size on one premises.

CANNABIS CULTIVATION – LARGE MIXED LIGHT: Indoor cultivation using any combination of natural and supplemental artificial lighting, greater than 22,000 square feet, inclusive, of total canopy size on one premises.

CANNABIS CULTIVATION – MEDIUM INDOOR: Indoor cultivation using exclusively artificial lighting between 10,001 and 22,000 square feet, inclusive, of total canopy size on one premises.

CANNABIS CULTIVATION – MEDIUM MIXED LIGHT: Indoor cultivation using any combination of natural and supplemental artificial lighting, between 10,001 and 22,000 square feet, inclusive, of total canopy size on one premises.

CANNABIS CULTIVATION – SMALL INDOOR: Indoor cultivation using exclusively artificial lighting between 5,001 and 10,000 square feet, inclusive, of total canopy size on one premises.

CANNABIS CULTIVATION – SMALL MIXED LIGHT: Indoor cultivation using any combination of natural and supplemental artificial lighting, inclusive, of total canopy size on one premises.

CANNABIS CULTIVATION – SPECIALTY COTTAGE: Indoor cultivation using any combination of natural and supplemental artificial lighting, of 2,500 square feet or less of total canopy size for mixed-light cultivation, or 500 square feet or less of total canopy size for indoor cultivation, on one premises.

CANNABIS CULTIVATION – SPECIALTY INDOOR: Indoor cultivation using exclusively artificial lighting of between 2,501 and 5,000 square feet of total canopy size on one premises.

CANNABIS CULTIVATION – SPECIALTY MIXED LIGHT: Indoor cultivation using any combination of natural and supplemental artificial lighting, of between 2,501 and 5,000 square feet of total canopy size on one premises.

CANNABIS DISTRIBUTION: The procurement, sale, and transport of cannabis and cannabis products between permitted and licensed cannabis businesses for the distribution of cannabis and cannabis products.

CANNABIS MANUFACTURING: The production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or relabels its container.

CANNABIS MANUFACTURING - LEVEL 1: Cannabis Manufacturing involving the manufacture of cannabis products using nonvolatile solvents, or no solvents.

CANNABIS MANUFACTURING – LEVEL 2: Cannabis Manufacturing involving the manufacture of cannabis products using volatile solvents.

CANNABIS MICROBUSINESS: A Cannabis Related Business operating under a State Type 12 license for microbusinesses, or a state cannabis license type subsequently established, and meeting the definition of "microbusiness" set forth in Business and Professions Code § 26070(a)(3)(A), as may be amended from time to time, which cultivates less than 10,000 square feet of cannabis and acts as a licensed distributor, Level 1 manufacturer, and retailer on the same Premises. A Cannabis Microbusiness that also acts as a Cannabis Retailer must also comply with the provisions of Division 6, Chapter 8 of the Ukiah City Code, except that a Microbusiness with a retail component is not required to obtain a Dispensary Use Permit pursuant to Section 5703 of this Code.

CANNABIS NURSERY: Cultivation of Cannabis that produces only clones, immature plants, seeds, and other agricultural products used specifically for the propagation and cultivation of Cannabis.

CANNABIS PRODUCTS: Cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including but not limited to concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

CANNABIS RELATED BUSINESS: A commercial enterprise engaged in the cultivation, possession, manufacture, processing, storing, laboratory testing, labeling, distribution, or distribution, of cannabis or a cannabis product, including a Microbusiness, except as set forth in Business and Professions Code Section 26033 related to qualifying patients and primary caregivers, Division 6, Chapter 8 of the Ukiah City Code pertaining to regulation of marijuana dispensaries and issuance and renewal of Dispensary Use Permits, and Section 9254 of this Chapter pertaining to cultivation of marijuana for personal use. For purposes of this Article, this definition of a Cannabis Related Business excludes businesses engaged in the retail sale and delivery of Cannabis, Cannabis products, or Cannabis Products to patients or customers, which are regulated under Division 6, Chapter 8 of this Code. All Cannabis Related Businesses operating within the City must possess a valid State license appropriate for the type of business operated.

CANNABIS RETAILER: A commercial enterprise engaged in the retail sale and delivery of cannabis or cannabis products to customers. A retailer shall have a licensed premises which is a physical location from which commercial cannabis activities are conducted. A retailer's premises may be closed to the public. A retailer may conduct sales exclusively by delivery. All Cannabis Retail operations in the City of Ukiah are regulated pursuant to Division 6, Chapter 8 of the Ukiah City Code and must comply with all provisions of this Division.

CANNABIS TESTING LABORATORY: A laboratory, facility, or entity that offers or performs tests of cannabis or cannabis products.

* * *

MARIJUANA: The term "Marijuana," as used in this Chapter and throughout the Code, shall have the same meaning as the term "Cannabis" as defined in this Chapter.

***

PREMISES: The designated structure or structures and land specified in the application for a Use Permit for a Cannabis Related Business that is owned, leased, or otherwise held under the control of the applicant or permittee where the Cannabis Related Business will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one permittee.

*** * ***

VOLATILE SOLVENTS: Solvents that are or produce a flammable gas or vapor that, when present in the air in sufficient quantities, will create explosive or ignitable mixtures.

SECTION 9

1. SEVERABILITY.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Ukiah hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

2. EFFECTIVE DATE.

This Ordinance shall be published as required by law in a newspaper of general circulation in the City of Ukiah, and shall become effective thirty (30) days after its adoption.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

Adopted on _____, 2017 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Kevin Doble, Mayor

ATTEST:

_____
Kristine Lawler, City Clerk

	Planning Commission Recommendation and Council Amendments from December 6, 2017 meeting (Attachments 1 and 2)	Ad Hoc Recommendations after Consideration of Policy Impacts of Planning Commission Recs and December 6, 2017 Amendments (Attachments 3 and 4)
Neighborhood Commercial (NC)	Cannabis related businesses prohibited	Cannabis related businesses prohibited
Community Commercial (C1)	**Major Use Permit:** Testing Laboratory Microbusiness (limited to 5,000 square feet of cultivation area for businesses engaged in cultivation for all zones) Retail	**Major Use Permit:** Cultivation - Nursery Manufacturing - Level 1 (Nonvolatile) Testing Laboratory Microbusiness (up to 10,000 square feet of cultivation area for businesses engaged in cultivation for all zones) Retail
Heavy Commercial (C2) Planned Development Commercial	**Minor Use Permit:** Manufacturing - Level 1 (Nonvolatile) Testing Laboratory Distribution **Major Use Permit:** Specialty indoor cultivation Specialty mixed-light cultivation Specialty cottage cultivation Cultivation - Nursery Microbusiness (limited to 5,000 square feet of cultivation area for businesses engaged in cultivation)	**Minor Use Permit:** Manufacturing - Level 1 (Nonvolatile) Testing Laboratory Distribution **Major Use Permit:** Specialty cottage cultivation Specialty indoor cultivation Specialty mixed-light cultivation Small indoor cultivation Small mixed-light cultivation Medium indoor cultivation Medium mixed-light cultivation

	Planning Commission Recommendation and Council Amendments from December 6, 2017 meeting (Attachments 1 and 2)	Ad Hoc Recommendations after Consideration of Policy Impacts of Planning Commission Recs and December 6, 2017 Amendments (Attachments 3 and 4)
		Large indoor cultivation Large mixed-light cultivation Cultivation - Nursery Microbusiness
All Downtown Zoning Districts: Downtown Core (DC) Urban Center (UC) General Urban (GU)	**Major Use Permit:** Testing Laboratory Microbusiness Retail	**Major Use Permit:** Testing Laboratory Microbusiness Retail
Manufacturing	**Minor Use Permit:** Manufacturing - Level 1 (Nonvolatile) Testing Laboratory Distribution **Major Use Permit:** Specialty indoor cultivation Specialty mixed-light cultivation Specialty cottage cultivation Cultivation - Nursery Microbusiness	**Minor Use Permit:** Manufacturing - Level 1 (Nonvolatile) Testing Laboratory Distribution **Major Use Permit:** Specialty cottage cultivation Specialty indoor cultivation Specialty mixed-light cultivation Small indoor cultivation Small mixed-light cultivation Medium indoor cultivation

	Planning Commission Recommendation and Council Amendments from December 6, 2017 meeting (Attachments 1 and 2)	Ad Hoc Recommendations after Consideration of Policy Impacts of Planning Commission Recs and December 6, 2017 Amendments (Attachments 3 and 4)
		Medium mixed-light cultivation Large indoor cultivation Large mixed-light cultivation Cultivation - Nursery Microbusiness
Public Facilities	Cannabis related businesses prohibited	**Minor Use Permit:** Manufacturing - Level 1 (Nonvolatile) Testing Laboratory Distribution **Major Use Permit:** Specialty cottage cultivation Specialty indoor cultivation Specialty mixed-light cultivation Small indoor cultivation Small mixed-light cultivation Medium indoor cultivation Medium mixed-light cultivation Large indoor cultivation Large mixed-light cultivation Cultivation - Nursery Microbusiness

	Planning Commission Recommendation and Council Amendments from December 6, 2017 meeting (Attachments 1 and 2)	Ad Hoc Recommendations after Consideration of Policy Impacts of Planning Commission Recs and December 6, 2017 Amendments (Attachments 3 and 4)
Location Restrictions	No Cannabis Related Business within 250 feet, parcel line to parcel line, of a residentially zoned parcel + State law default restrictions	Uses identical distance restrictions to those imposed by Medical Marijuana Dispensaries Ordinance

From: Kristine Lawler
Sent: Wednesday, December 20, 2017 11:59 AM
To: Ashley Cocco
Subject: FW: Additional Documents for Item 11B
Attachments: Cannabis License Type other than cultivator FAQ.pdf; Cannabis Cultivation FAQ.pdf; Cannabis State Regulation Authorities.pdf; Cannabis State Regulations FAQ.pdf; Cannabis State of California Application License Requirements.pdf; City of Santa Rosa Cannabusiness Regulations.pdf; Cannabis Manufacturing Application State of Ca.pdf; Humboldt County Cannabusiness Regulations.pdf; Civic Center and Conference Room.pdf; Sonoma County Cannabusiness Regulations .pdf; Cannabis Manufacturing License Types.pdf; EmergencyRegulationsFactSheet.pdf; Cannabis Cultivation Regulations.pdf; Mendocino County Cannabusiness Regulations.pdf

From: Maureen Mulheren [mailto:themoyouknow@gmail.com]
Sent: Wednesday, December 20, 2017 11:12 AM
To: Kristine Lawler <klawler@cityofukiah.com>
Subject: Fwd: Additional Documents for Item 11B

Hello Kristine,

Can you please forward these documents to the City Council and Team Members of the Cannabis Ad Hoc for use in the discussion during tonight's agenda item 11B? And add to the agenda item online as Correspondence Received.

Please note I've included Cannabis Regulations for the neighboring municipalities including Humboldt, Mendocino and Sonoma Counties which all allow Cultivation, Manufacturing and Retail Cannabusinesses in their jurisdictions as well as the City of Santa Rosa which has had regulations in place for some time. The Civic Center and Conference Room maps and sq footage have been added to provide size reference for the discussion.

Thanks in advance,

Mo
Maureen "Mo" Mulheren
Insurance Agent #0G38950

707-391-3664
304 N State Street #1
Ukiah, CA 95482

Find me on Facebook: Facebook.com/themoyouknowinsurance

BUREAU OF CANNABIS CONTROL
CALIFORNIA

BUREAU OF CANNABIS CONTROL LICENSING INFORMATION

WHAT YOU NEED TO KNOW

License type designation: Licensees must hold an A-license to engage in adult-use commercial cannabis activity and an M-license to engage in medicinal commercial cannabis activity.

- A-licensees may only do business with A-licensees, and M-licensees may only do business with M-licensees.
- The exception is testing laboratories, which may test cannabis goods for both types.

Premises: This is defined as a designated structure or structures and land specified in the application that is under the control of the applicant or licensee where the commercial cannabis activity will be conducted. These are the requirements:

- Each premises must be licensed.
- Only one licensee may occupy a premises. However, a licensee that holds both an A-license and an M-license for the same commercial cannabis activity (e.g., retail sale) may have the same premises for both types.
- Premises is not the same as a parcel of land or a property lot. A parcel of land may have more than one licensed premises on it held by one or more licensees.
- Alcoholic beverages and tobacco products may not be sold on the same premises as cannabis goods.

Compliance with local jurisdiction:

- Applicants must be in compliance with their local jurisdiction's ordinances and regulations before receiving a license.
- Local jurisdictions may ban, in whole or in part, medicinal and adult-use commercial cannabis activity.

Transportation of cannabis goods: Only a distributor may transport cannabis goods.

Bond and insurance: All licenses must have a surety bond payable to the state of California in the amount of $5,000. Distributors must carry and maintain commercial general liability insurance in the aggregate in an amount no less than $2 million and in an amount no less than $1 million for each loss.

BUREAU OF CANNABIS CONTROL LICENSING INFORMATION

WHAT YOU NEED TO KNOW

LICENSE TYPES

Retailer: Sells cannabis goods to customers at its premises or by delivery. A retailer must have a licensed physical location (premises) where commercial cannabis activities are conducted.

Retailer (nonstorefront): Sells and delivers cannabis goods to customers. A retailer (nonstorefront) must have a licensed premises, but it is not open to the public.

Distributor: Is responsible for transporting cannabis goods, arranging for testing of cannabis goods, and conducting quality assurance review of cannabis goods to ensure they comply with all packaging and labeling requirements.

Distributor transport: Allows a licensee to transport cannabis goods between licensed cultivators, manufacturers, and distributors. A licensee may not transport cannabis goods to a licensed retailer and may not engage in any other distributor activities.

Testing laboratory: A laboratory, facility, or entity in the state that offers or performs tests of cannabis goods. Testing laboratories must obtain and maintain ISO/IEC 17025 accreditation. Testing laboratories may be issued a provisional license allowing them to operate while they obtain ISO/IEC 17025 accreditation, provided they meet all other licensure requirements.

Microbusiness: Allows a licensee to engage in cultivation (on an area less than 10,000 square feet), manufacturing (Level 1 manufacturing, Type 6), distribution, and retail sale, or any combination of the four activities. Licensees will be required to comply with all rules and regulations, which will include, where applicable, regulations adopted by the California Department of Food and Agriculture and the California Department of Public Health, governing the activities they are engaged in.

TATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAI

Bureau of Cannabis Control
1625 North Market Boulevard, Suite 202-S
Sacramento, CA 95834
(800) 952-5210

For the latest updates, follow the Bureau on social media

CalCannabis Cultivation Licensing

Medicinal and Adult-Use (Recreational) Cannabis Cultivation Licensing

Frequently Asked Questions

Attachment 2

Q. When can I apply for a state cannabis cultivation license?

A. Applications will be available for all California state cannabis cultivation licenses—both medicinal and adult-use (recreational)—on January 1, 2018.

Q. How are you developing the cannabis cultivation licensing regulations?

A. The California Department of Food and Agriculture (CDFA) is required to follow the statutory requirements found in the California Administrative Procedure Act. CDFA works with stakeholders, the public, and licensing authorities to develop the standards and regulations necessary to successfully implement a statewide cannabis cultivation regulatory structure in California.

CDFA intends to use the emergency rulemaking process in 2017 for developing the state's combined medicinal and adult-use cannabis cultivation licensing regulations. For a detailed description of this process, visit the California Office of Administrative Law (OAL) at oal.ca.gov; click on the "Rulemaking Process" link.

Q. How do I apply for a cannabis cultivation license?

A. The California Department of Food and Agriculture (CDFA) is not issuing any cultivation licenses until January 1, 2018. However, in preparation for state licensure, CDFA recommends staying up to date on city and/or county government requirements for local cannabis cultivation licenses and permits.

Q. How can I receive updates on the status of California's cultivation licensing regulations?

A. The California Department of Food and Agriculture (CDFA) regularly posts information on its CalCannabis Cultivation Licensing website and via these three social media channels: Facebook, Instagram, and Twitter. Email alerts are another way to get information. For links to these resources, please go to: calcannabis.cdfa.ca.gov

Q. What types of cannabis cultivation licenses will be offered in California?

A. The California Department of Food and Agriculture (CDFA) will issue 17 types of cannabis cultivation licenses:

Specialty Cottage Outdoor
An outdoor cultivation site with up to 25 mature plants

Specialty Cottage Indoor
An indoor cultivation site with up to 500 square feet or less of total canopy

Specialty Cottage Mixed-Light
A mixed-light cultivation site with 2,500 square feet or less of total canopy

Specialty Outdoor
An outdoor cultivation site with 5,000 square feet or less of total canopy—or up to 50 mature plants on noncontiguous plots

Specialty Indoor
An indoor cultivation site of between 501 and 5,000 square feet of total canopy

Specialty Mixed-Light
A mixed-light cultivation site of between 2,501 and 5,000 square feet of total canopy

Small Outdoor
An outdoor cultivation site of between 5,001 and 10,000 square feet of total canopy

Small Indoor
An indoor cultivation site of between 5,001 and 10,000 square feet of total canopy

Small Mixed-Light
A mixed-light cultivation site of between 5,001 and 10,000 square feet of total canopy

Medium Outdoor
An outdoor cultivation site of between 10,001 square feet and 1 acre of total canopy

Medium Indoor
An indoor cultivation site of between 10,001 and 22,000 square feet of total canopy

Medium Mixed-Light
A mixed-light cultivation site of between 10,001 and 22,000 square feet of total canopy

Nursery
Cultivation of cannabis solely as a nursery (examples of typical nursery activities include cloning and seed propagation)

Processor
A cultivation site that conducts only trimming, drying, curing, grading, or packaging of cannabis and nonmanufactured cannabis products

Large Outdoor
Note: CDFA will not issue any Large Outdoor licenses prior to January 1, 2023

For outdoor cultivation that uses no artificial lighting for more than 1 acre of total canopy size on one premises

Large Indoor
Note: CDFA will not issue any Large Indoor licenses prior to January 1, 2023

For indoor cultivation that exclusively uses artificial lighting for more than 22,000 square feet of total canopy size on one premises

Large Mixed-Light
Note: CDFA will not issue any Large Mixed-Light licenses prior to January 1, 2023

For cultivation using a combination of natural and supplemental artificial lighting at a maximum threshold (which will be determined by the licensing authority) for more than 22,000 square feet of total canopy size on one premises

Q. What is the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA)?

A. On June 27, 2017, California Governor Jerry Brown signed the cannabis trailer bill (also known as California Senate Bill 94), which effectively merged two existing bills—the Medical Cannabis Regulation and Safety Act (MCRSA) and the Adult Use of Marijuana Act (AUMA)—into one streamlined bill: the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA). Having one comprehensive state law will provide for a more unified regulatory process governing both medicinal and adult-use cannabis. You can read the full text of MAUCRSA on the CalCannabis Cultivation Licensing website at: calcannabis.cdfa.ca.gov

Q. How long will a license last before it must be renewed?

A. All commercial cannabis cultivation licenses will be valid for one year; a license must be renewed to continue commercial cannabis cultivation.

Q. What is the cannabis track-and-trace system? How will it work?

A. The California Department of Food and Agriculture (CDFA) is developing a track-and-trace system for both medicinal and adult-use (recreational) cannabis that all commercial cannabis licensees in California will be required to use. This system will record the movement of cannabis and cannabis products through the supply chain—from cultivation to sale—which will help ensure that if a public safety concern arises, the source will be identifiable. The track-and-trace system also will help prevent black-market cannabis products from entering the regulated market, and likewise help prevent regulated cannabis products from being diverted into the black market. In June 2017, CDFA selected Franwell Inc. as the state's cannabis track-and-trace vendor.

Q. Will there be different rules for how medicinal and adult-use (recreational) cannabis may be grown in California?

A. The California Department of Food and Agriculture (CDFA) is still developing regulations, but the cultivation requirements are expected to be the same for growing medicinal and adult-use cannabis. However, cannabis products sold to the public must be clearly differentiated as either medicinal or adult-use (recreational) products.

Q. Is cannabis considered an agricultural crop in California?

A. California defines medicinal and adult-use (recreational) cannabis as an agricultural product. However, this identification as an agricultural product is limited to the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA).

Q. How can I contact CalCannabis Cultivation Licensing?

A. Visit the CalCannabis website at calcannabis.cdfa.ca.gov; call (916) 263-0801, Monday through Friday, 8am to 5pm; or send an email to calcannabis@cdfa.ca.gov.

Q. Which department should I contact to learn about other—noncultivation—types of state cannabis licenses?

A. The **Bureau of Cannabis Control** (also known as the bureau) is within the California Department of Consumer Affairs and will issue licenses for **distribution, dispensaries, microbusinesses,** and **testing laboratories.**

Visit the bureau's website at bcc.ca.gov or call (800) 952-5210, Monday through Friday, 8am to 5pm.

The **Manufactured Cannabis Safety Branch** (MCSB) is within the California Department of Public Health and will issue licenses for **manufacturing (such as edibles and topical products).**

Visit the MCSB website at cdph.ca.gov/Programs/CEH/DFDCS/Pages/MCSB.aspx or call (916) 440-7861, Monday through Friday, 8am to 5pm.

All three of California's cannabis licensing authorities also can be reached via the **California Cannabis Portal** at: cannabis.ca.gov

CITY OF SANTA ROSA
Regulations for Marijuana Related Commercial Activity

Sonoma County > Santa Rosa

City Classification

Santa Rosa is a city in and the county seat of Sonoma County, California. As of the 2010 census, the city population was 167,815, making it the 27th largest city in California. The city is the principal city of the Santa Rosa, CA Metropolitan Area. It is the fourth-most populous city in the San Francisco Bay Area, after San Jose, San Francisco, and Oakland.

Source: http://en.wikipedia.org/wiki/Santa_Rosa,_California

City of Santa Rosa Cannabis Program

The City Council established the development of medicinal cannabis regulations in response to the passage of Proposition 215 in 1996. Proposition 215 allowed with a limited use defense for the cultivation and possession of medicinal cannabis. Subsequent legislation, Senate Bill 420 (SB 420), established guidelines for the implementation of Proposition 215. Congress, subject to the Controlled Substances Act, continues to classify all forms of cannabis as a Schedule I drug. Under the CSA, CFR 21 is not prohibited by the State of California.

1. Commercial Cultivation of Medical Cannabis.

a. Commercial cultivation of medical cannabis is allowed by-right within a Planned Development (PD) zoning district in the Roseland Area/Sebastopol Road Specific Plan area, subject to the following criteria:

b. Commercial cultivation of medical cannabis shall be limited to indoor cultivation using exclusively artificial lighting within a fully enclosed and secured structure. For purposes of this section, "fully enclosed and secured structure" means a building, greenhouse, or other structure that has a complete roof enclosure supported by connecting walls extending from the ground to the roof, and a foundation, slab or equivalent base to which the floor is attached, which is secure against unauthorized entry, and which is accessible only through one or more doors that are lockable and not made of transparent material.

c. Commercial cultivation of medical cannabis shall be limited to a maximum of 10,000 square feet of canopy (10,001 square feet and greater is not allowed by-right).

d. No conditional Use Permit or Minor Use Permit for commercial cultivation of medical cannabis shall be issued by the City unless the applicant demonstrates that the proposed cultivation area is adequately sized to meet the needs of the medical cannabis patients of the proposed dispensary, or other medical cannabis patients within the City, consistent with the applicant's stated primary caregiver status.

e. Cultivation of medical cannabis shall be conducted in accordance with all applicable laws, including but not limited to, the most recent guidelines specified by the Attorney General for the State of California, including but not limited to, the Compliance with California Law Section of the Medical Marijuana Program (MMP).

f. Commercial cultivation of medical cannabis shall be conducted in accordance with all applicable laws, including but not limited to, the most recent guidelines specified by the Attorney General for the State of California, including but not limited to, the Compliance with California Law Section of the Medical Marijuana Program (MMP).

g. No conditional Use Permit or Minor Use Permit for commercial cultivation of medical cannabis shall be issued by the City unless the applicant demonstrates that the proposed cultivation area is adequately sized to meet the needs of the medical cannabis patients of the proposed dispensary, or other medical cannabis patients within the City, consistent with the applicant's stated primary caregiver status.

h. Cultivation of medical cannabis shall be conducted in accordance with all applicable laws, including but not limited to, the most recent guidelines specified by the Attorney General for the State of California, including but not limited to, the Compliance with California Law Section of the Medical Marijuana Program (MMP).

i. Commercial cultivation of medical cannabis shall be conducted in accordance with all applicable laws, including but not limited to, the most recent guidelines specified by the Attorney General for the State of California, including but not limited to, the Compliance with California Law Section of the Medical Marijuana Program (MMP).

j. Commercial cultivation of medical cannabis shall be conducted in accordance with all applicable laws, including but not limited to, the most recent guidelines specified by the Attorney General for the State of California, including but not limited to, the Compliance with California Law Section of the Medical Marijuana Program (MMP).

k. Commercial cultivation of medical cannabis shall be conducted in accordance with all applicable laws, including but not limited to, the most recent guidelines specified by the Attorney General for the State of California, including but not limited to, the Compliance with California Law Section of the Medical Marijuana Program (MMP).

l. Commercial cultivation of medical cannabis shall be conducted in accordance with all applicable laws, including but not limited to, the most recent guidelines specified by the Attorney General for the State of California, including but not limited to, the Compliance with California Law Section of the Medical Marijuana Program (MMP).

m. Commercial cultivation of medical cannabis shall be conducted in accordance with all applicable laws, including but not limited to, the most recent guidelines specified by the Attorney General for the State of California, including but not limited to, the Compliance with California Law Section of the Medical Marijuana Program (MMP).

n. Commercial cultivation of medical cannabis shall be conducted in accordance with all applicable laws, including but not limited to, the most recent guidelines specified by the Attorney General for the State of California, including but not limited to, the Compliance with California Law Section of the Medical Marijuana Program (MMP).

o. Commercial cultivation of medical cannabis shall be conducted in accordance with all applicable laws, including but not limited to, the most recent guidelines specified by the Attorney General for the State of California, including but not limited to, the Compliance with California Law Section of the Medical Marijuana Program (MMP).

p. Commercial cultivation of medical cannabis shall be conducted in accordance with all applicable laws, including but not limited to, the most recent guidelines specified by the Attorney General for the State of California, including but not limited to, the Compliance with California Law Section of the Medical Marijuana Program (MMP).

q. Commercial cultivation of medical cannabis shall be conducted in accordance with all applicable laws, including but not limited to, the most recent guidelines specified by the Attorney General for the State of California, including but not limited to, the Compliance with California Law Section of the Medical Marijuana Program (MMP).

r. Commercial cultivation of medical cannabis shall be conducted in accordance with all applicable laws, including but not limited to, the most recent guidelines specified by the Attorney General for the State of California, including but not limited to, the Compliance with California Law Section of the Medical Marijuana Program (MMP).

s. Commercial cultivation of medical cannabis shall be conducted in accordance with all applicable laws, including but not limited to, the most recent guidelines specified by the Attorney General for the State of California, including but not limited to, the Compliance with California Law Section of the Medical Marijuana Program (MMP).

t. Commercial cultivation of medical cannabis shall be conducted in accordance with all applicable laws, including but not limited to, the most recent guidelines specified by the Attorney General for the State of California, including but not limited to, the Compliance with California Law Section of the Medical Marijuana Program (MMP).

u. Commercial cultivation of medical cannabis shall be conducted in accordance with all applicable laws, including but not limited to, the most recent guidelines specified by the Attorney General for the State of California, including but not limited to, the Compliance with California Law Section of the Medical Marijuana Program (MMP).

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Civic Center Square Footage

Allocated Sq Ft	Department	Person
2,639.6	City Council	Council Chambers
266.5	Conf Rm 4	
295.3	Conf Rm 3	
179.3	Conf Rm 1	
277.4	Conf Rm 5	

UKIAH VALLEY CONFERENCE CENTER FLOOR PLAN

200 South School Street, Ukiah, CA 95482 • Ph. (707) 463-6700 | (707) 462-2088

City of Ukiah

Conference Rooms	Square Footage	Dimensions (feet)
Chardonnay	360	20 X 18
Riesling	420	21 X 20
Chenin Blanc	1044	36 X 29
Cabernet I	2508	44 X 57
Cabernet II	2508	44 X 57
Cab I & Merlot	2508	44 X 57
Cab II & Zinfandel	3069	61 X 88
Red Rooms*	6196	74 X 88

*The Red Rooms are a combination of Cabernet I, Merlot, Cabernet II, and Zinfandel.

Attachment 5

EMERGENCY REGULATIONS

SUMMARY FOR CANNABIS MANUFACTURING

The California Department of Public Health (CDPH) is one of three state licensing authorities charged with licensing and regulating commercial cannabis activity in California. CDPH is responsible for regulation of the *manufacturing* component of the industry, which it will do through the Manufactured Cannabis Safety Branch.

In November 2017, CDPH released Emergency Regulations that outline the standards and licensing procedures for both medicinal and adult-use commercial cannabis manufacturing and products. These replace the medicinal regulations released in April 2017 developed in response to previous versions of state law.

Key Components of Cannabis Manufacturing Emergency Regulations

Temporary Licenses

CDPH will issue temporary licenses that allow a business to engage in commercial cannabis activity. Once issued, these licenses will be valid for 120 days and may be extended for additional periods of 90 days, if the business has submitted a complete annual license application. The application will be available on the CDPH website and can be submitted by mail or email. City or county authorization to conduct commercial cannabis activity must be submitted with the temporary license application. Once the application is received, CDPH will contact the city or county to verify the local authorization, and the office will have 10 days to respond. There is no fee for the temporary license.

Annual Licenses

Applications for annual licenses will be accepted through an online licensing system that will launch in December 2017. This application will require information on the business, owners and financial interest holders, and operating premises, as well as descriptions of procedures for waste disposal, inventory and quality control, transportation and security. Businesses in operation under the Compassionate Use Act prior to September 1, 2016, will receive priority application review. Applicants must be in compliance with city or county ordinances. During the application review process, CDPH will contact the city or county to verify the local authorization. If the applicant does not provide a copy of their local authorization, the local office will have 60 days to respond. If the applicant includes a copy of their local authorization with their application, the local office will have 10 days to respond.

License Categories & Types

Anyone conducting commercial cannabis manufacturing must obtain a license from CDPH. Each license issued will have one category and one type.

The two license categories are:

A-License
Cannabis products for sale in the adult-use market

M-License
Cannabis products for sale in the medicinal market

A business may hold both M- and A-Licenses at the same premises as long as separate applications are completed.

The four license types are:

Type 7
Extraction using volatile solvents (ex: butane, hexane, pentane)

Type 6
Extraction using a non-volatile solvent or mechanical method (ex: food-grade butter, oil, water, ethanol, or carbon dioxide)

Type N
Infusions (ex: using pre-extracted oils to create edibles, beverages, capsules, vape cartridges, tinctures or topicals)

Type P
Packaging and labeling only

Operational Requirements

Licensees must have written procedures for inventory control, quality control, transportation, security and cannabis waste disposal. Descriptions of these procedures or Standard Operating Procedures (SOPs) must be submitted with the annual license application. Cannabis waste cannot be sold, must be placed in a secured area and be disposed of according to applicable waste management laws.

Good manufacturing practices must be followed to ensure production occurs in a sanitary and hazard-free environment, cannabis products are contaminant free and THC levels are consistent throughout the product and within required limits.

Extractions using CO2 or a volatile solvent must be conducted using a closed-loop system, certified by a California-licensed engineer. Volatile, hydrocarbon-based solvents must have at least 99% purity. Finally, volatile solvent, CO2 and ethanol extractions must be certified by the local fire code official.

Product Standards and Prohibited Products

Products cannot be infused with nicotine or alcohol or have added caffeine. Edible products cannot be shaped like a human, animal, insect, or fruit. Some potentially-hazardous foods, such as meat and seafood, and other products requiring refrigeration, are prohibited for sale as cannabis products. Juice and dried meat made in accordance with requirements are allowed. Perishable ingredients, such as eggs and milk, may be used as long as the final product meets regulatory standards.

THC Limits

Edible products are limited to a maximum of 10 mg of THC per serving and 100 mg of THC per package. Other cannabis products, such as tinctures, capsules and topicals, are limited to a maximum of 1,000 mg per package for the adult-use market and 2,000 mg of THC per package for the medicinal-use market.

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Application Fee – Processing fee of $1,000.00 per license

License Fee – Scaled according to the gross annual revenue of the licensed premises. These fees are intended to cover costs of administering the manufactured cannabis safety program and range from $2,000 to $75,000.

Transition Period

The state licensing authorities have established a transition period, from January 1 until July 1, 2018, to support a smooth transition into a newly regulated market. During this period, product will be allowed to move between A- and M-licensees. Products manufactured prior to January 1, 2018, can be packaged in secondary packaging that is child resistant, and stickers may be used for the government warning statement and amount of THC/CBD per serving. All products manufactured on or after January 1, 2018 must meet THC limits and product restrictions.

Shared Manufacturing Facilities

CDPH is currently developing an additional license type, Type S, which will allow businesses to share facility space. This license type will reduce barriers to entry into the legal, regulated market and ensure that cannabis products are manufactured in clean, regulated facilities. This license type should be ready to be issued in early 2018.

Other Laws to Know:

California Business & Professions Code – Includes requirements set forth by MAUCRSA

Emergency Regulations released by the Bureau of Cannabis Control – Includes specific requirements for retailers, distributors, third-party testing laboratories and microbusinesses

Emergency Regulations released by the CalCannabis Cultivation Licensing – Includes specific requirements for cultivators and the track-and-trace system

Your Local City or County Ordinances

California Department of Public Health
Manufactured Cannabis Safety Branch

www.cdph.ca.gov/mcsb mcsb@cdph.ca.gov
www.cannabis.ca.gov

MENDOCINO COUNTY

Regulations for Cannabis Related Commercial Activity

County Description

Mendocino County is a county located on the north coast of the U.S. state of California. As of 2010, its population was 87,841. The county seat is Ukiah. Mendocino County comprises the Ukiah, CA Micropolitan Statistical Area. It is located north of the San Francisco Bay Area and west of the Central Valley.

The county is noted for its distinctive Pacific Ocean coastline, redwood forests, and scenic inland valleys. Its economy is also varied, about the use of cannabis and support for its legalization. It is estimated that roughly one-third of the economy is based on the cultivation of marijuana. Other industries include tourism, another attraction of the "Skunk Train" connects Fort Bragg with Willits in Mendocino County via a steam locomotive engine, along with other vehicles.

Political Statistics

County Board of Supervisors

- District 1 Carre Brown
- District 2 John McCowen
- District 3 Georgeanne Croskey

- District 4 Dan Gjerde
- District 5 Dan Hamburg

State Senate
CA State Senate (District 2)
Senator Mike McGuire (D)

State Assembly
CA State Assembly (District 2)
Assembly Member Jim Wood - (D)

US Congress
U.S. Congress - House of Representatives - (2nd District)
Jared Huffman - (D)

US Senators
U.S. Senators - State of California
Kamala D. Harris and Diane Feinstein

CULTIVATION

APPROVED

Mendocino County is developing a cannabis cultivation ordinance. In August 2016, the Board of Supervisors directed staff to move forwarded with an environmental review of the draft cultivation and zoning ordinance. As of February 2017, the ordinances are currently being reviewed by the Board of Supervisors.

Mendocino County Code 9.31, MEDICAL MARIJUANA REGULATIONS

- Amended by the Board of Supervisors on February 14, 2017
- The cultivation of more than 25 plants under any circumstance is prohibited. The ability to cultivate 99 plants was removed from the proposed ordinance.
http://www.mendocinocounty.org/government/planning-building-services/cannabis-ordinance
- However note AB 266
- Proposed Legislation
  - (1) Requires the Directors intends to begin issuing permits for cannabis cultivation and other cannabis activity as defined by MAUCRSA, beginning January 1, 2018.
  - Professions Code section 19300 et seq. http://www.leginfo.ca.gov/cgi-bin/displaycode?section=bpc&group=19001-20000&file=19300-19360

MANUFACTURING

PENDING

Mendocino County is developing an ordinance to permit the other aspects of the cannabis industry outlined in the Medical Cannabis Regulation and Safety Act of 2015 (dispensing, distribution, processing, testing, manufacturing, delivery and transportation). An upcoming Board of Supervisors workshop is scheduled for March 28, 2017.

RETAIL

APPROVED

Mendocino County is developing an ordinance to permit the other aspects of the cannabis industry outlined in the Medical Cannabis Regulation and Safety Act of 2015 (dispensing, distribution, processing, testing, manufacturing, delivery and transportation). An upcoming Board of Supervisors workshop is scheduled for March 28, 2017.

Mendocino County Code 9.31,ORO Medical Marijuana Collectives

- Medical marijuana collectives engaged in cultivation shall comply with all of the following:
  - (1) Operate on a non-profit basis as set forth in Section 11362.775 of the Attorney General's Guidelines;
  - (2) Employ only persons who are at least eighteen (18) years of age;
  - (3) Comply with all applicable state and federal requirements relating to the payment of payroll taxes including federal and state income taxes, unemployment insurance, state workers' compensation and liability laws;
  - (4) Follow the membership application guidelines as set forth in Section 11.9.3. of the Attorney General's Guidelines, except that:
    - (a) Persons "should" (appears it shall be replaced with "shall";
    - (b) Require all prospective members to complete and sign a written membership application acknowledging and agreeing to abide by all the rules of the collective and all applicable requirements of this Ordinance;
  - (5) Prohibit sales to non-members as set forth in Section 11.9.3. of the Attorney General's Guidelines;
  - (6) Allow reimbursements and allocations of medical marijuana to set forth in Section 11.9.3. of the Attorney General's Guidelines;
  - (7) Process marijuana only in accordance consistent with the medical needs of the members of the collective and only cultivate marijuana consistent with the limits set forth in this ordinance;
  - (8) Exterior signage shall not indicate or advertise the presence of medical marijuana.

http://www.mendocinozoning.com/documents/ORO-2016-0001_Medical_Marijuana_Collectives_Ordinance_Adopted_Version_2016-12-13.pdf

CannaBusiness Law has established prominence as a cutting edge leader and pioneer in providing the highest quality legal expertise in the Cannabis industry.

Contact CannaBusiness Law today to provide expert assistance in compliance with Cannabis Licensing, Permitting and the Application process relating to Commercial Cannabis Activities.

CALL US TODAY

COUNTY SPECIFIC NEWS AND UPDATES

ABOUT CBL

CannaBusiness Law, Inc. is a California Professional Legal Corporation that specializes in all areas of medical marijuana business law.Please do not hesitate to contact us for a consultation on how to set up your medical cannabis business today.

ADDRESS INFORMATION

506 Broadway
Redwood City, CA 94063
855-420-4680

STAY CONNECTED

DISCLAIMER

Please be aware that possessing, using, distributing and selling marijuana are all federal crimes and that this blog is not intended to give any legal advice, merely to provide information. Please consult an attorney when conducting business with a federally illegal substance. Please also note that even if you are operating in full compliance with state law, you will need to pay federal taxes as though you are a legal entity. This is true even if you are a state tax-run for-profit entity.

FRIENDS OF CANNABUSINESS LAW

NORML Women's Alliance

NORML

Per 5 Law

The Ganjier

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cdfa CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE

CAL CalCannabis Cultivation Licensing

Emergency Regulations Summary for Cannabis Cultivators

Licensed Cannabis Cultivation in California

In June 2017, California Governor Jerry Brown signed into law the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), which creates one regulatory system for both medicinal and adult-use (recreational) cannabis. Under MAUCRSA, the California Department of Food and Agriculture (CDFA) was designated as the state agency responsible for issuing licenses to commercial cannabis cultivators in California.

Temporary vs. Annual Licenses

CDFA will be issuing temporary licenses that will go into effect on January 1, 2018. These temporary licenses will be valid for only 120 days, and two 90-day extensions will be available only if the temporary licensee has applied for an annual license. Temporary licenses will not be available as of January 1, 2019. Applications for temporary and annual commercial cannabis cultivation licenses are anticipated to be available in December 2017 via CDFA's CalCannabis Cultivation Licensing website at calcannabis.cdfa.ca.gov.

Cannabis Cultivation License Categories

Adult Use (Recreational) OR Medicinal

1) **CULTIVATORS:** Numerous license types for commercial cultivators, ranging from specialty cottage to medium-sized grows

2) **NURSERIES:** Cultivation of cannabis solely as a nursery, including cloning and seed propagation

3) **PROCESSORS:** A site that conducts only trimming, drying, curing, grading, or packaging of cannabis and nonmanufactured cannabis products

Eligibility

OWNER. "Owner" means any of the following:

1) A person with an aggregate ownership interest of 20 percent or more in the person applying for a license or a licensee, unless the interest is solely a security, lien, encumbrance

2) The chief executive officer of a nonprofit or other entity

3) A member of the board of directors of a nonprofit or other entity

4) An individual who will be participating in the direction, control, or management of the person applying for a license

An owner who is an individual participating in the direction, control, or management of the commercial cannabis business includes any of the following:

1) A partner of a commercial cannabis business that is organized as a partnership

2) A member of a limited liability company of a commercial cannabis business that is organized as a limited liability company

3) An officer or director of a commercial cannabis business that is organized as a corporation

CRIMINAL BACKGROUND. Applicants will have to get fingerprinting via the Department of Justice's Live Scan service and undergo a criminal history check to determine if any convictions are substantially related to their commercial cannabis cultivation license. Substantially related convictions may prevent the issuance of a license.

LOCAL APPROVAL. Applicants may submit, as a part of their application, proof of approval by their local jurisdiction (city or county or other jurisdiction) for commercial cannabis activity. CDFA will be verifying the validity of the authorization with the local jurisdiction identified.

ENVIRONMENTAL PROTECTION. Applicants will be required to demonstrate California Environmental Quality Act (CEQA) compliance. This may be achieved by a local jurisdiction completing a site-specific analysis or the applicant providing a CEQA document to be certified by the lead agency. Applicants will also be required to comply with specific conditions imposed by the State Water Resources Control Board and Department of Fish and Wildlife.

Site Requirements

The location must be at least 600 feet from sensitive sites, such as a school, unless otherwise authorized by local ordinance.

Tobacco and alcohol sales are prohibited at licensed commercial cannabis premises.

Documents to Submit With an Application

The following documents will need to be submitted with a cannabis cultivation licensing application:

- Lease agreement, property title, or deed indicating a right to occupy the property
- Business-formation documents filed with the California Secretary of State's office
- California State Water Resources Control Board permits and verification of the applicant's water source
- California Department of Fish and Wildlife's 1602 Lake or Streambed permit or waiver of needed permit
- California Department of Toxic Substances Control's hazardous-materials record search via the EnviroStor data-management system
- California Department of Tax and Fee Administration seller's permit
- Labor Peace Agreement if there are more than 20 employees
- Surety bond valued at $5,000
- California Department of Justice fingerprinting via its Live Scan service for each owner
- Proof of local jurisdiction CEQA compliance or additional CEQA site-specific analysis

Local Jurisdictions

CDFA will not issue licenses to applicants in local jurisdictions where cannabis cultivation is banned.

Local Compliance Verification

If the applicant provides a local license, permit, or other authorization, CDFA will contact the local jurisdiction to verify the information and will allow at least 10 days for the jurisdiction to respond before issuing the license.

If an applicant for an annual license does not provide a local license, permit, or other authorization, CDFA will contact the local jurisdiction to verify that issuing the license would not violate a local ordinance or regulation. After 60 days, if there is no acknowledgement by the local jurisdiction, CDFA shall presume the applicant is in compliance and may issue a license.

Priority Application Review

Priority application review will be provided for annual licenses only. To be eligible, an applicant must be able to demonstrate whether his or her business was in operation and in good standing with the local jurisdiction by September 1, 2016.

Compliance After Licensing Approval

TRACK-AND-TRACE SYSTEM. Applicants will have five business days to register for a state-mandated track-and-trace training session after receiving notice that the application for licensure has been received and approved by CDFA. Training will be provided online and may be provided at various locations. Licensees will have 30 business days to move all inventory into the system after receipt of unique identifiers.

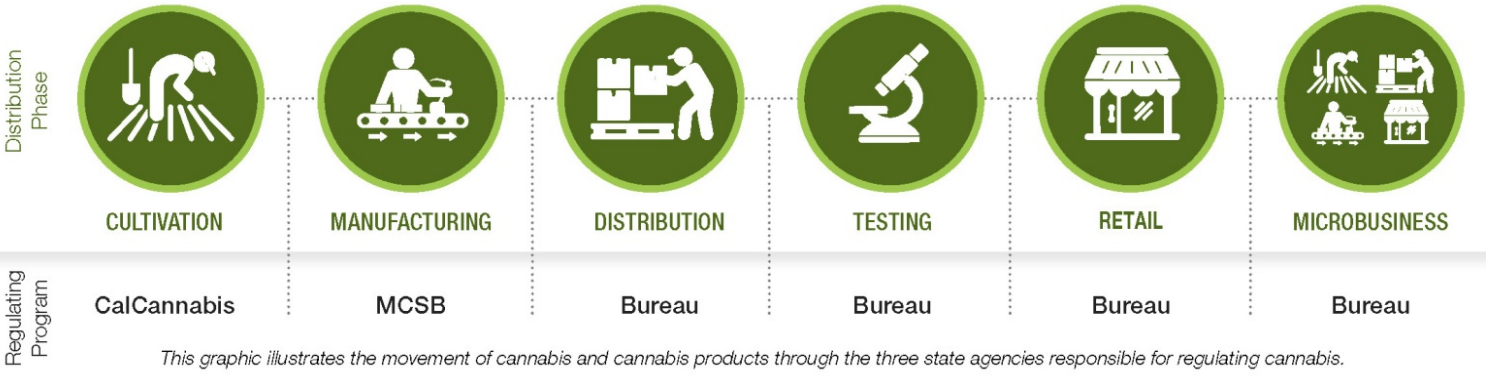
INSPECTIONS. CDFA will conduct audits and inspections of licensees to ensure compliance with license requirements.

Consequences of Noncompliance

If CDFA determines a licensee is operating out of compliance with statutory or regulatory requirements, CDFA may work with the licensee to establish a corrective action plan to correct the documented noncompliance. However, CDFA may also issue a fine or suspend or revoke the license.

License Types Other Than Cultivation

For those interested in becoming licensed for other commercial (non-cultivation) cannabis activities, please contact either the Bureau of Cannabis Control (Bureau) or the Manufactured Cannabis Safety Branch (MCSB)—and what each agency regulates is shown in this diagram:



This graphic illustrates the movement of cannabis and cannabis products through the three state agencies responsible for regulating cannabis.

Additional information on all three of California's licensing authorities—CalCannabis, the Bureau, and MCSB—is available on the California Cannabis Portal at cannabis.ca.gov.

Transition Period

To support a smooth transition of businesses into a newly regulated market, beginning January 1, 2018, and before July 1, 2018, licensees may do the following:

- Conduct business with other licensees regardless of the M (for medicinal) or A (for adult use/recreational) designation on their licenses.
- Transport cannabis and cannabis products that do not meet the labeling requirements (prescribed by MAUCRSA or the California Department of Public Health) if a sticker with the appropriate warning statement is affixed.
- Sell cannabis and cannabis products held in inventory that are not in child-resistant packaging if the retailer places them in child-resistant packaging at the time of sale.
- Sell cannabis products that do not meet the THC limits per package established by the California Department of Public Health.
- Sell and transport cannabis products that have not undergone laboratory testing if a label stating they have not been tested is affixed to each package containing the cannabis products prior to transport by a distributor—or prior to sale if held by a retailer.
- Individually package and sell dried flower held in inventory by a retailer at the time of licensure.
- Cannabis and cannabis products held in inventory by a retailer that do not meet the requirements set by the California Department of Public Health for ingredients or appearance may be sold by a retailer.

Cannabis Waste

Cannabis waste must be contained in a secured waste receptacle or secured area on the licensed premises.

Licensees may not sell cannabis waste and must comply with all applicable waste-management laws.

Attachment 8

EMERGENCY REGULATIONS

SUMMARY FOR CANNABIS MANUFACTURING

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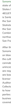
Your Local City or County Ordinances

California Department of Public Health
Manufactured Cannabis Safety Branch

www.cdph.ca.gov/mcsb mcsb@cdph.ca.gov
www.cannabis.ca.gov

SONOMA COUNTY
Regulations for Cannabis Related Commercial Activity



County Description.

Sonoma County is a county in the U.S. state of California. As of the 2020 census, the population was 488,863. The county seat is Santa Rosa. The county was created in 1850 by the California Legislature. The city was the Treaty Conference for Confederated Sonoma Indians. It is the northernmost county in the San Francisco Bay Area.

After the passage of Measure A, the Sonoma County Cannabis Program Ordinance, on March 7, 2017, businesses engaged in the cultivation, manufacturing, and nonmedicinal cannabis products within the unincorporated areas of Sonoma County were required to obtain permits from the county and to operate in accord. Sonoma County's Cannabis Program Ordinance, Measure A, was approved by voters in November 2016. The ordinance was the first to be approved by voters in a county with a population of more than 100,000 residents. Sonoma County's ordinance was enacted with several "unique" features, like its Zero Tolerance Policy, which requires that all cannabis plants be destroyed if found growing without a permit.

Political Statistics

County Board of Supervisors

- District 1: Susan Gorin
- District 2: Lynda Hopkins
- District 3: David Rabbitt
- District 4: Chris Coursey
- District 5: James Gore, Board Chair/Vice-Chair

- District 1 serves Town, Supervisor Districts 1 and Sonoma Valley
- District 2 serves Supervisor Districts 2 and Sonoma Valley
- District 3 serves Supervisor Districts 3 and Sonoma Valley
- District 4 serves Supervisor Districts 4 and Sonoma Valley
- District 5 serves Supervisor Districts 5 and Sonoma Valley

State Assembly

3% State Assembly, District 3 Jim Wood (D-Healdsburg) and District 10 Marc Levine (D-San Rafael)

State Senate

3% State Senate, District 2 and District 3 Mike McGuire (D-Healdsburg) and District 10 Bill Dodd (D-Napa)

US Congress

3% US Congress, District 1 Mike Thompson (D-St. Helena) and District 2 Jared Huffman (D-San Rafael)

US Senators

Senator Dianne Feinstein and Senator Kamala Harris and Alexa Rosenberg

City-specific Cannabis Laws

- City of Santa Rosa

CULTIVATION

Jeffrey Dunn

Cannabis Cultivation Zoning Permit Application

Cannabis Permitting Concept to Cultivation Application Process

Cannabis cultivation may only be permitted in certain areas and may be banned entirely.

The Sonoma County Department of Agriculture/Weights and Measures will be issuing Zoning Permits for cannabis cultivation in the unincorporated areas of the County. Persons, Agriculture, Land Extensive Agriculture, Industrial, Limited Rural Industrial, Resources and Rural Development, and Recreation and Visitor Serving Commercial districts.

- Outdoor cultivation permits in the Rural Residential (RR) zoning district.
- Outdoor cultivation permits of 10,000 square feet or less in the Land Intensive Agriculture (LIA) and Diverse Agriculture (DA) districts.
- All other outdoor cultivation permits in the LIA and DA districts would be processed through the Use Permit Coastal Zone Permit Requirement (Permit Sonoma).

On December 10, 2019 the Board of Supervisors adopted the following changes to the cannabis ordinance: Increased the maximum cultivation canopy size for permits to legalize from 5,000 square feet to 10,000 square feet in the Land Intensive Agriculture (LIA) and Diverse Agriculture (DA) districts; Increased the maximum cultivation canopy size for permits to legalize from 5,000 square feet to 10,000 square feet in the Rural Residential (RR) zoning district; Increased the maximum cultivation canopy size for permits to legalize from 5,000 square feet to 10,000 square feet in the Resources and Rural Development (RRD) zoning district; Increased the maximum cultivation canopy size for permits to legalize from 5,000 square feet to 10,000 square feet in the Recreation and Visitor Serving Commercial (RVC) zoning district; Increased the maximum cultivation canopy size for permits to legalize from 5,000 square feet to 10,000 square feet in the Industrial (M) zoning district; Increased the maximum cultivation canopy size for permits to legalize from 5,000 square feet to 10,000 square feet in the Limited Rural Industrial (MR) zoning district; Increased the maximum cultivation canopy size for permits to legalize from 5,000 square feet to 10,000 square feet in the Land Extensive Agriculture (LEA) zoning district.

Use Permit Coastal Zone Permit Requirement (Permit Sonoma)

Cannabis cultivation on Non-Residential zoned properties may be allowed only in compliance with the following: Cannabis cultivation may be allowed on non-residential zoned properties, subject to the following: Fencing, plumbing, septic, electrical, fire, grading, and building permits may be required. The applicant must comply with all local and regulations including, but not limited to, the Sonoma County Code. The applicant must maintain required setbacks, and must demonstrate adequate water supply. The applicant must provide a Security Plan to the satisfaction of the Sheriff's Office. Any use of agricultural chemicals, including pesticides and fertilizers, must be in accordance with their manufacturer's instructions. Use of any property listed or located in the Sonoma County Historical Resources Information System or which contains archaeological resources must be reviewed by the Northwest Information Center and the Northwest Coastal Information Center.

(a) Permit Processing. Medical cannabis uses shall not be established or operated except in full compliance with the conditions of a permit issued pursuant to this section and the regulations established by the Director of Agriculture/Weights and Measures. Medical cannabis uses shall not be established or operated except in full compliance with the requirements of any applicable state law, and shall immediately cease operations if they are no longer in compliance with state law. Medical cannabis uses shall not be established or operated except in full compliance with the requirements established by the Sonoma County Code, including this section.

(b) Permit Limitations. Medical cannabis uses shall not exceed the maximum cultivation area allowed by this section, or by the regulations established by the Director of Agriculture/Weights and Measures. Medical cannabis uses shall not be established or operated except in full compliance with the requirements. The issuance shall not be construed as granting a right to violate or to cause a violation of any provisions of law. Compliance is the permittee's responsibility at all times. Permits shall be issued only to the owner of the property, or to a tenant with the owner's consent.

(c) Public Safety. Medical cannabis uses shall not create a public nuisance or adversely affect the health or safety of nearby residents or businesses, including but not limited to, fire, light, glare, heat, noise, vibration, dust, smoke, water runoff, soil erosion, excessive traffic, or other impacts, or the hazardous use or storage of materials, processes, products, or wastes.

(d) Taxes. Medical cannabis uses shall comply with all applicable taxes.

(e) Commercial medical cannabis uses. Commercial medical cannabis uses shall comply with the following:

(1) Commercial medical cannabis uses shall not be established or operated except in full compliance with the requirements of Business Tax and Regulation Ordinance, Chapter 30 of the Sonoma County Code, and the regulations established by the Agricultural Weights and Measures.

(2) Commercial medical cannabis uses shall not be established or operated except in full compliance with the requirements of the Sonoma County Fire Safety Ordinance, Chapter 13 of the Sonoma County Code, and the regulations established by the Fire Marshal.

(3) Commercial medical cannabis uses shall not be established or operated except in full compliance with the requirements of the Sonoma County Building Code, Chapter 7 of the Sonoma County Code, and the regulations established by the Director of Permit Sonoma.

(4) Inspections. Commercial medical cannabis uses shall be subject to inspection by the Agricultural Weights and Measures, Permit Sonoma, the Fire Marshal, the Director's Designee, and the Health Officer, or their designees, to ensure compliance with the requirements of this section and other applicable laws and regulations. Medical cannabis uses shall be subject to inspection by the Sheriff's Office, or their designee, to ensure compliance with the requirements of this section and other applicable laws and regulations. The issuance of the permit shall be construed as granting consent to such inspections. Failure to cooperate in an inspection may result in the revocation of a permit.

(5) Permit processing of permits for commercial medical cannabis uses.

(i) Applications that demonstrate an intent to operate a commercial cannabis use in excess of the allowable limits of this section shall be denied.

(ii) Applications that demonstrate an intent to operate a commercial cannabis use have been a resident of Sonoma County for at least one year.

(iii) Applications that provide a local hiring plan.

(iv) Applications that demonstrate a plan to provide employment opportunities to persons who have been convicted of cannabis cultivation offenses.

(v) Applications that provide a plan to mitigate impacts on Agricultural Weights and Measures.

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(cccx) Applications that provide a plan to mitigate impacts on Agricultural Weights and Measures.

(cccxi) Applications that provide a plan to mitigate impacts on Agricultural Weights and Measures.

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(cccxvi) Applications that provide a plan to mitigate impacts on Agricultural Weights and Measures.

(cccxvii) Applications that provide a plan to mitigate impacts on Agricultural Weights and Measures.

**(cccxviii) Applications that provide a plan to mitigate impacts on

HUMBOLDT COUNTY
Regulations for Cannabis Related Commercial Activity

10. SIBOLOT

County Description.

Humboldt County is in the northwest corner of the state of California. As of the 2010 census, the county population was 134,623. The largest city is Eureka, with a population of 27,191. Other incorporated communities include the city of Arcata (pop. 17,231), the city of Fortuna (pop. 11,926), and the city of Trinidad (pop. 367). The remainder of the county population consists of Rio Dell, Mr. Ida, Blue Lake, Willow Creek, Hoopa, Orleans, Redway, Garberville, Miranda, Whitethorn, Loleta, Ferndale, Fortuna, and other unincorporated communities and rural areas.

Humboldt County is a diverse county with mountainous, and coastal topography. Its 3,573 square miles (9,250 km2) are home to a wide variety of natural resources, including the Pacific coast in Northern California, the Redwood National and State Parks, the Lost Coast, Humboldt Bay, and the Eel River. The county's economy has always been based on production, Humboldt County's economy has always been based on production of natural resources, and the current mix of forest products processed in the county's mills and the agricultural products grown in the county's fields and pastures. Tourism is also a growing component of the county's economy, which is promoted on several websites, including the Redwood Coast Tourism website (www.redwoodcoast.com) and the Humboldt Visitors Bureau site (visit-eureka.com).

Political Statistics

County Board of Supervisors

- Rex Bohn
- District 2 Estelle Fennell
- District 3 Mike Wilson
- District 4 Virginia Bass
- District 5 Ryan Sundberg

Town Statistics

- District 1 Dorothy Alexander, pro- Mayor 2004

CA Congress

- District 1 Jared Huffman - 2012

CA Senators

- Senator Norma Jean Dianne Feinstein

City Level Cannabis Laws

Arcata

CULTIVATION

ARTICLE 55

55.4.8 General Provisions

The provisions in this Section 55.4.8 are applicable to all Commercial Cannabis Cultivation, Processing, Manufacturing, Testing, Distribution, and Sale activities, except as otherwise provided.

55.4.8.1 All commercial cultivation, processing, manufacturing, testing, distribution of cannabis for medical use shall be conducted only by medical cannabis cultivators possessing a valid Humboldt County Commercial Cannabis Cultivation License and only if authorized by the provisions of Section 55.4.12 et. seq. of the Humboldt County Code. Commercial cultivation, processing, manufacturing, testing, distribution of cannabis for medical use is prohibited unless all required permits have been obtained, and is prohibited in all zoning districts other than as specifically set forth in Section 55.4.12 et. seq. Commercial cultivation, processing, manufacturing, testing, distribution of cannabis for medical use is prohibited on any parcel improved with a dwelling unit, except for the commercial cultivation of cannabis for medical use by a qualified patient in accordance with an exception exemption and or less than 100 square feet of cultivation area in accordance with a valid Humboldt County Personal Use Cannabis Cultivation Permit. Outdoor and mixed-light commercial cannabis cultivation is prohibited on any parcel improved with a dwelling unit unless the cultivation is in accordance with a valid Humboldt County Cannabis Cultivation Permit.

55.4.8.2 Cannabis for Non-Medical Use. Cannabis for non-medical use is prohibited in all zoning districts. Cannabis for non-medical use may be cultivated only by persons authorized to cultivate cannabis for medical use pursuant to Section 11362.5 et. seq. of the California Health and Safety Code, and only in accordance with all applicable provisions of this Section 55.4.8 et. seq. Cannabis for non-medical use may be cultivated only in accordance with a valid Personal Use Cannabis Cultivation Permit issued pursuant to Section 55.4.12.1 and only if the cultivation is in accordance with the provisions of Section 55.4.12.1.

55.4.8.3 Applicants for Commercial Cultivation.

55.4.8.3.1 Applicants for commercial cannabis cultivation licenses shall be 21 years of age or older. Proof of age shall be provided upon request of the County. In the case of a cannabis cultivation business owned by a corporation, limited liability company, or similar entity, each owner, director, officer, manager, and employee of the entity shall be 21 years of age or older. Proof of age shall be provided upon request of the County.

55.4.8.3.2 Applicants for commercial cannabis cultivation licenses shall provide the name, address, and contact phone number of any persons having an ownership interest in the cannabis business, or who are employed by or participate in the management of the business.

55.4.8.3.3 Applicants for commercial cannabis cultivation licenses shall provide a valid government issued photo identification card (e.g., driver's license, passport, etc.) for each person listed in response to Section 55.4.8.3.2.

55.4.8.3.4 Applicants for commercial cannabis cultivation licenses shall provide a statement, signed by each person listed in response to Section 55.4.8.3.2, under penalty of perjury, that the person has not been convicted of a violent felony.

55.4.8.3.5 Applicants for commercial cannabis cultivation licenses shall provide a statement, signed by each person listed in response to Section 55.4.8.3.2, that the person has not been convicted of an offense that is substantially related to the qualifications, functions, or duties of the business or profession for which the application or license is made.

55.4.8.4 Applications for Commercial Cannabis Cultivation Licenses; Fees; Application Deposit.

55.4.8.4.1 Applications for commercial cannabis cultivation licenses shall be filed with the Humboldt County Planning and Building Department. Applications shall be made in the name of each proposed owner of the cannabis business and each application must be signed by each proposed owner. Applications shall be submitted on a form provided by the Planning and Building Department and shall comply with all of the requirements set forth in Section 55.4.8.4.2.

55.4.8.4.2 Applications for commercial cannabis cultivation licenses shall be filed with the Planning and Building Department. The application shall be accompanied by a fee established by resolution of the Board of Supervisors sufficient to cover the costs of processing the application and administering the provisions of this Section 55.4.8. The application fee is nonrefundable, even if the application is withdrawn or abandoned before processing is complete. The application shall be accompanied by a deposit sufficient to cover the costs of processing the application and administering the provisions of this Section 55.4.8. The application deposit is refundable to the extent that the deposit exceeds the actual costs incurred by the County in processing the application and administering the provisions of this Section 55.4.8. The application deposit is nonrefundable if the application is withdrawn or abandoned before processing is complete.

55.4.8.4.3 Applications for commercial cannabis cultivation licenses shall be signed by each person who owns the property upon which the cannabis business is proposed to be located. If the person who owns the property is not the applicant for the cannabis business, the person who owns the property shall provide written authorization for the application.

55.4.8.4.4 Applications for commercial cannabis cultivation licenses shall include a site plan, drawn to scale, showing the entire parcel on which the cannabis business is proposed to be located and the proposed location of the cannabis business on the parcel. The site plan shall include all of the following:

(a) The boundaries of the parcel;

(b) All roads, driveways, and other means of access to the parcel;

(c) All buildings, structures, and improvements on the parcel, including fences, walls, and gates;

(d) The proposed location of the cannabis business, including the boundaries of the area in which cannabis will be cultivated;

(e) The proposed location of any accessory structures to be used in connection with the cannabis business;

(f) The proposed location of any parking areas to be used in connection with the cannabis business;

(g) The proposed location of any signs that will be used to identify the cannabis business;

(h) The proposed location of any lighting that will be used in connection with the cannabis business;

(i) The proposed location of any security cameras that will be used in connection with the cannabis business;

(j) The proposed location of any water storage tanks that will be used in connection with the cannabis business;

(k) The proposed location of any generators that will be used in connection with the cannabis business;

(l) The proposed location of any restrooms that will be used in connection with the cannabis business;

(m) The proposed location of any solid waste storage areas that will be used in connection with the cannabis business;

(n) The proposed location of any hazardous materials storage areas that will be used in connection with the cannabis business;

(o) The proposed location of any composting areas that will be used in connection with the cannabis business;

(p) The proposed location of any areas where cannabis waste will be disposed of on the parcel;

(q) The proposed location of any areas where cannabis will be processed, dried, manufactured, packaged, or stored on the parcel;

(r) The proposed location of any areas where cannabis will be sold to customers on the parcel;

(s) The proposed location of any areas where cannabis will be delivered to customers on the parcel;

(t) The proposed location of any areas where cannabis will be loaded or unloaded on the parcel;

(u) The proposed location of any areas where cannabis will be displayed on the parcel;

(v) The proposed location of any areas where cannabis will be consumed on the parcel;

(w) The proposed location of any areas where cannabis will be grown on the parcel;

(x) The proposed location of any areas where cannabis will be dried on the parcel;

(y) The proposed location of any areas where cannabis will be stored on the parcel;

(z) The proposed location of any areas where cannabis will be destroyed on the parcel;

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California Department of Public Health
Manufactured Cannabis Safety Branch

Temporary License Application: Cannabis Manufacturing

Application Instructions:

Complete one form for each premises in which you will be conducting commercial cannabis manufacturing.

Please type or write legibly.

Submit the completed application and attachments via mail or email to:

MCLS@cdph.ca.gov

California Department of Public Health
Manufactured Cannabis Safety Branch
PO Box 997377, MS-7606
Sacramento, CA 95899-7377

If you have any questions, please visit our website, www.cdph.ca.gov/mcsb, or contact us at MCLS@cdph.ca.gov.

Temporary License Application: Cannabis Manufacturing

SECTION A – LICENSE TYPE (Check all that apply)

☐ Medicinal (M) ☐ Adult-Use (A)

SECTION B – APPLICANT INFORMATION

First Name | MI | Last Name

Title | Phone Number | Email Address

SECTION C – BUSINESS INFORMATION

Legal Business Name (as registered with the CA Secretary of State) | Trade Name (DBA) | Federal EIN

Mailing Address | City | State | Zip | County

SECTION D – PREMISES INFORMATION

Physical Address of Manufacturing Premises | City | State | Zip | County

SECTION E – OPERATIONAL ACTIVITIES (Check all that apply for the premises listed in Section D)

Product Types	M	A
Edibles		
Concentrates		
Topicals		
Capsules		
Vape Cartridges		
Tinctures		
Other:		

Activities	M	A
Extraction		
Infusion		
Packaging/Labeling		

Extraction Methods	M	A
Butane/Hexane/Propane		
Ethanol		
Carbon Dioxide (CO2)		
Water/Food-grade Dry Ice		
Food-grade Butter/Oil		
Mechanical		
Other:		

SECTION F – LOCAL AUTHORIZATION

Local Issuing Authority | Local Office Phone Number | Local Office Email Address

SECTION G – LOCAL AUTHORIZATION ATTACHMENT

☐ A copy of a valid license, permit or other authorization issued by the local jurisdiction that enables the applicant to conduct commercial cannabis activity at the premises listed in Section D.

SECTION H – DECLARATIONS AND SIGNATURE

I declare under penalty that:

- The information contained within and attached to this application is complete, true and accurate. I understand a misrepresentation of fact is cause for rejection of this application, denial of license or revocation of an issued license.
- I understand that the temporary license is a conditional license that authorizes my business to engage in the commercial cannabis activity described in the application.
- I understand that refusal by the licensing authority to issue or extend a temporary license shall not entitle the business to a hearing or appeal of the decision.
- I understand that the issuance of a temporary license does not obligate the Department to issue a non-temporary license, nor does it create a vested right to either an extension of the temporary license or to the granting of a non-temporary license.
- I understand that I am responsible for knowing and complying with all state laws and regulations governing medicinal and adult-use cannabis manufacturing pursuant to Medicinal and Adult-Use Cannabis Regulation and Safety Act and all other applicable laws and regulations, upon issuance of my temporary license. I understand that I am responsible for compliance with subsequent updates to cannabis manufacturing laws and regulations.

Signature | Print Name | Date

BUREAU OF CANNABIS CONTROL
CALIFORNIA

BUREAU OF CANNABIS CONTROL

ANTICIPATED ANNUAL (NONTEMPORARY) LICENSE APPLICATION REQUIREMENTS

Business Information

- ❑ Name, DBA, and all fictitious business names operating under
- ❑ Contact information (phone number, mailing address, email address, designated primary contact person, designated agent for service of process)
- ❑ Business organizational structure and formation documents
- ❑ Financial information (bank accounts, loans, investments, gifts)
- ❑ Seller's permit number
- ❑ Labor peace agreement (for applicants with 20 or more employees)
- ❑ Operating procedures for transportation, inventory, nonlaboratory quality control, and security (microbusinesses also need operating procedures for cultivation and manufacturing in compliance with regulations governing those activities, and testing laboratories also need sampling standards, chain of custody protocol, testing methods, and laboratory quality assurance and quality control)
- ❑ ISO/IEC 17025 accreditation (applies to testing laboratories)

Individual Owner Information

- ❑ Identifying information (name, title, date, and place of birth; Social Security number or individual taxpayer identification number; mailing address; phone number; email address; current employer)
- ❑ Percentage of ownership
- ❑ Government-issued identification
- ❑ Fingerprints
- ❑ Criminal history and evidence of rehabilitation where applicable

Premises Information

- ❑ Physical address
- ❑ Verification that the premises is not located within a 600-foot radius of a school (grades K–12, day care, youth center)
- ❑ Premises diagram
- ❑ Evidence of the legal right to occupy the premises

BUREAU OF CANNABIS CONTROL

ANTICIPATED ANNUAL (NONTEMPORARY) LICENSE APPLICATION REQUIREMENTS

Bond and Insurance Information

- ❑ Bond in the amount of $5,000 payable to the state of California (applies to all licensees)
- ❑ Commercial general liability insurance in the aggregate no less than $2 million and no less than $1 million for each loss (applies to distributors and microbusinesses that engage in distribution)

STATE AGENCY RESOURCES

Department of Public Health, Manufactured Cannabis Safety Branch, for information on manufacturing requirements (**www.cdph.ca.gov**)

Department of Food and Agriculture, CalCannabis Cultivation Licensing, for information on cultivation requirements (**www.cdfa.ca.gov**)

Secretary of State for information on forming a business (**www.sos.ca.gov**)

Department of Tax and Fee Administration for information on taxes and obtaining a seller's permit (**www.cdtfa.ca.gov**)

Employment Development Department for information on payroll taxes, hiring and training employees, state disability insurance, and unemployment (**www.edd.ca.gov**)

Department of Industrial Relations for information on maintaining a safe workplace, workers' compensation requirements, and required workplace postings (**www.dir.ca.gov**)

Department of Resources Recycling and Recovery (CalRecycle) for information on waste management (**www.calrecycle.ca.gov**)

Department of Insurance for information on insurance (**www.insurance.ca.gov**)

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Bureau of Cannabis Control
1625 North Market Boulevard, Suite 202-S
Sacramento, CA 95834
(800) 952-5210

For the latest updates, follow the Bureau on social media

BUREAU OF CANNABIS CONTROL
CALIFORNIA

BUREAU OF CANNABIS CONTROL

MEDICINAL AND ADULT-USE CANNABIS REGULATION AND SAFETY ACT REGULATIONS OVERVIEW

ALL BUREAU LICENSES

- **Temporary License – Allows for Operations while Annual License Application is Pending**
  - A temporary license allows a business to engage in commercial cannabis activity for a period of 120 days.
  - The Bureau can only issue a temporary license if the applicant has a valid license, permit, or other authorization issued by the local jurisdiction in which the applicant is operating.
- **Annual Licenses**
  - All commercial cannabis activity shall be conducted between licensees.
  - There is no specific number limit to the licenses that may be held by an applicant. There is no restriction on the types of cannabis licenses a person can hold, except a person who holds a testing laboratory license is prohibited from licensure for any other commercial activity.
  - An annual license issued by the Bureau is valid for 12 months from the date of issuance and may be renewed annually.
- **Local Compliance Verification**
  - If the applicant provides a local license, permit, or other authorization, the Bureau will contact the local jurisdiction to verify the information and will allow at least 10 days for the jurisdiction to respond before issuing the license, unless a response is received from the local jurisdiction sooner.
  - If an applicant for an annual license does not provide a local license, permit, or other authorization, the Bureau will contact the local jurisdiction to verify that issuing the license would not violate a local ordinance or regulation. After 60 days, if there is no acknowledgement by the local jurisdiction, the Bureau shall presume the applicant is in compliance and may issue a license.

BUREAU OF CANNABIS CONTROL

MEDICINAL AND ADULT-USE CANNABIS REGULATION AND SAFETY ACT REGULATIONS OVERVIEW

License Type Designation

- Licensees must hold an A-license to engage in adult use commercial cannabis activity and an M-license to engage in medicinal commercial cannabis activity. The exception is testing laboratories, which may test cannabis goods for both license types.

Ownership

- An owner is a person who: holds at least 20 percent aggregate ownership interest in a commercial cannabis business; is a chief executive officer or member of the board of directors of a non-profit; or will be participating in the direction, control, or management of the entity applying for licensure.
- Owners must submit fingerprints, information regarding any criminal convictions, and disclose whether they have a financial interest in any other commercial cannabis business licensed under MAUCRSA.

Priority Licensing

- Priority application review will be provided for annual licenses only.
- To be eligible for priority licensing, an applicant must be able to demonstrate that the business was in operation and in good standing with the local jurisdiction by September 1, 2016.

Premises Requirements

- Applicants must identify the designated structure(s) and real property under the control of the applicant or licensee where commercial cannabis activity will take place.
- Each license must have a separate licensed premises, unless all of the following requirements are met:
  - A licensee holds both an M-license and A-license for the identical type of commercial cannabis activity;
  - The licensee holding both licenses is identical in name, business formation, and ownership;
  - The licensee only conducts one type of commercial cannabis activity on the premises;
  - All cannabis and cannabis products are clearly marked with an “M” or “A”; and
  - Records are kept separately for each license and clearly indicate the records are related to the M-license or A-license.
- Security measures are required at licensed premises. Measures include:
  - Employee badges, designated limited-access areas, and security personnel.

MEDICINAL AND ADULT-USE CANNABIS REGULATION AND SAFETY ACT REGULATIONS OVERVIEW

- 24-hour video surveillance for areas containing cannabis and cannabis products as well as all entryways and exits. Retailers must also have video surveillance in point-of-sale areas and security personnel.
- Alarm systems, commercial grade locks, and secure storage of cannabis and cannabis products.

- All employees of the licensee must be at least 21 years old.

■ **Cannabis Waste**

- Cannabis waste must be contained in a secured waste receptacle or secured area on the licensed premises.
- Licensees may not sell cannabis waste and must comply with all applicable waste management laws.

■ **Labor Peace Agreement**

- Applicants for a license with more than 20 employees must either: (1) attest that they have entered into a labor peace agreement and that they will abide by the terms of the agreement, and provide a copy of the agreement to the Bureau, or (2) provide a notarized statement indicating the applicant will enter into and abide by the terms of the labor peace agreement.

ADDITIONAL REQUIREMENTS BY LICENSE TYPE

Distributor License – Arrange for testing, check for appropriate packaging and labeling, collect taxes, transport cannabis and cannabis products, and may act as a wholesaler. All transportation shall be conducted by distributor licensees and their direct employees.

- Cannabis and cannabis products must pass through a distributor prior to being sold to customers at a retail establishment.
- Distributors must arrange for the laboratory testing and quality assurance for cannabis and cannabis products.
- Distributors may package and label cannabis (dried flower) but may not package cannabis products pursuant to the distributor license.

Distributor Transport-Only License – A distributor can choose to be a Transport Only Distributor, which transports only its own cannabis and cannabis products, or transports for other licensees, but does not perform any of the other functions of a distributor. Transportation to retail licensees is prohibited by this type of license, unless the licensees are transporting immature plants and seeds from a nursery to a retailer.

BUREAU OF CANNABIS CONTROL

MEDICINAL AND ADULT-USE CANNABIS REGULATION AND SAFETY ACT REGULATIONS OVERVIEW

Additional Transport Requirements for All Distributors

- Cannabis goods may only be transported in a vehicle or trailer, must not be visible from outside of the vehicle, and must be kept in a locked box, container, or cage that is secured to the commercial vehicle or trailer.
- Transport vehicles must be equipped with alarm systems and remain secure at all times.
- Packages or containers holding cannabis goods may not be tampered with, or opened during transport.
- No vehicle or trailer containing cannabis goods shall be left unattended in a residential area or parked overnight in a residential area.
- All transports must have a shipping manifest with specific information about the cannabis and cannabis products being transported. The shipping manifest must identify the licensee shipping, the licensee transporting, and the licensee receiving the shipment.

Retailer License – Sell cannabis and cannabis products to customers, often referred to as dispensaries.

- Retailers are not allowed to package or label cannabis or cannabis products on the premises. All cannabis or cannabis products sold at a retailer must be packaged and labeled before arriving at the retail premises, except during the transition period.
- Retailers may only sell and deliver cannabis goods between the hours of 6 a.m. and 10 p.m.
- Before leaving the retail premises, cannabis purchases must be placed in an opaque exit package.
- Deliveries must be made in person by a direct employee of the licensee to a physical address within the State of California.
- Delivery vehicles may not contain more than $3,000 of cannabis product at any time. The retailer must be able to immediately locate all delivery vehicles.

Microbusinesses License – Microbusiness licensees must engage in at least three of the following commercial cannabis activities: cultivation (less than 10,000 square feet), manufacturing (Level 1, Type 6), distribution, and retail.

- A holder of a microbusiness license may only engage in the commercial cannabis activity requested in the license application and approved by the Bureau. If a microbusiness licensee wants to engage in additional commercial cannabis activity after the license is issued, the licensee shall submit an application to the Bureau identifying the requested changes and providing all information required for an application for the commercial cannabis activity the licensee wants to conduct.

BUREAU OF CANNABIS CONTROL

MEDICINAL AND ADULT-USE CANNABIS REGULATION AND SAFETY ACT REGULATIONS OVERVIEW

- Licensees will be required to comply with the rules and regulations applicable to the commercial cannabis activities the microbusiness is conducting.

Testing Laboratory License – Test cannabis and cannabis products.

■ Provisional Testing Laboratory License

- Testing laboratories that meet all other requirements, but are awaiting ISO (the joint technical committee of the International Organization for Standardization and the International Electrotechnical Commission) 17025 accreditation may obtain a provisional license.
- Provisional licenses expire 12 months after issuance.
- The Bureau may renew the provisional license for an additional 12 months if the laboratory's ISO 17025 accreditation application is still pending.

■ Sampling

- Laboratory personnel will take samples from harvest batches and cannabis product batches to be tested. Harvest batches may not exceed 50 pounds. Samples collected from batches weighing more than 50 pounds will be deemed invalid.
- Samplers must follow requirements pertaining to minimum sample sizes, minimum sample increments, transportation and storage of samples, and documentation of all sampling activity.
- Samples received by a laboratory that do not adhere to the requirements will be rejected.

■ Tests Performed

- Testing laboratories will be required to perform testing on cannabis goods to measure the following:
  - Cannabinoids;
  - Foreign material;
  - Heavy metals;
  - Microbial impurities;
  - Mycotoxins;
  - Moisture content and water activity;
  - Residual pesticides;
  - Residual solvents and processing chemicals; and
  - Terpenoids.
- Edible cannabis products that contain more than one serving per unit will be tested for homogeneity to ensure consistent concentrations of tetrahydrocannabinol (THC) or cannabidiol (CBD).

■ Certificate of Analysis

- After testing is completed, the laboratory will generate a certificate of analysis that contains the results of the testing and whether the tested batch passed or failed.

MEDICINAL AND ADULT-USE CANNABIS REGULATION AND SAFETY ACT REGULATIONS OVERVIEW

- Batches that pass testing may be sold to customers via retailers.
- Harvest batches or cannabis product batches that fail testing may be additionally processed for remediation, with the exception of edibles. A batch may only be remediated twice. If the batch fails after a second remediation attempt and second retesting, the entire batch shall be destroyed.

■ **Quality Assurance and Quality Control**

- Testing laboratories are required to develop and implement a quality assurance program that is sufficient to ensure the reliability and validity of the analytical data produced by the laboratory.

■ **Phase-In of Required Types of Testing**

- The required tests for cannabis will be phased in throughout 2018.
- Cannabis harvested on or after January 1, 2018, and cannabis products manufactured on or after January 1, 2018, will be tested for potency, contaminants with a high public health risk, and contaminants that the industry is largely already testing for.
- Cannabis harvested on or after July 1, 2018, and cannabis products manufactured on or after July 1, 2018, will be tested for moderate relative health risks compared to the group above and contaminants that are currently largely not tested for.
- Cannabis harvested on or after December 31, 2018, and cannabis products manufactured on or after December 31, 2018, minor relative health risks compared to the group above and contaminants that are seldom or not tested for.

TRANSITION PERIOD

■ To support a smooth transition of businesses into a newly regulated market, beginning January 1, 2018 and before July 1, 2018, licensees may do the following:

- Conduct business with other licensees irrespective of the M or A designation on their licenses.
- Transport cannabis goods that do not meet the labeling requirements (prescribed by MAUCRSA or the California Department of Public Health) if a sticker with the appropriate warning statement is affixed.
- Sell cannabis goods held in inventory that are not in child-resistant packaging if they are placed into child-resistant packaging by the retailer at the time of sale.
- Sell cannabis products that do not meet the THC limits per package established by the State Department of Public Health.

BUREAU OF CANNABIS CONTROL

MEDICINAL AND ADULT-USE CANNABIS REGULATION AND SAFETY ACT REGULATIONS OVERVIEW

- Sell and transport cannabis goods that have not undergone laboratory testing if a label stating that they have not been tested is affixed to each package containing the goods prior to transport by a distributor or prior to sale if held by a retailer.
- Individually package and sell dried flower held in inventory by a retailer at the time of licensure.
- Cannabis products held in inventory by a retailer that do not meet the requirements set by the State Department of Public Health for ingredients or appearance may be sold by a retailer.

■ **Beginning January 1, 2018, licensees shall not transport or sell any edible cannabis product that exceeds 10 milligrams per serving. Adult-use products may not exceed 100 milligrams per package; however, medicinal cannabis products may exceed 100 milligrams per package.**

ENFORCEMENT

■ **Right of Access**

- Licensees shall provide the Bureau's investigators, compliance monitors, agents, or employees full access to enter licensed premises; and inspect cannabis or cannabis products in the licensee's possession.
- Review and copy any materials, books, or records in the licensee's possession.
- Failure to cooperate and participate in the Bureau's investigation may result in a licensing violation subject to discipline.
- Prior notice of investigation, inspection, or audit is not required.

■ **Notice to Comply**

- The Bureau may issue a written notice to comply to a licensee for minor violations of MAUCRSA or its implementing regulations, observed during an inspection.
- The notice to comply will describe the nature and facts of the violation, including a reference to the statute or regulation violated, and may indicate the manner in which the licensee must correct the violation to achieve compliance.
- Within 15 calendar days, the licensee may sign and return the notice to comply, declaring under penalty of perjury that the violation was corrected and describing how compliance was achieved. Failure to do so may result in a disciplinary action.

■ **Minor Decoys**

- Peace officers may use a person under 21 years of age to attempt to purchase cannabis goods to ensure that licensees and their employees are not selling cannabis goods to minors.

BUREAU OF CANNABIS CONTROL

MEDICINAL AND ADULT-USE CANNABIS REGULATION AND SAFETY ACT REGULATIONS OVERVIEW

Disciplinary Actions

- The Bureau may take disciplinary action against any license by way of revocation, suspension, fine, restrictions upon any licensee, or any combination thereof.
- The assessed penalty shall take into consideration: the nature and severity of the violation; evidence that the violation was willful; history of violations of the same nature; the extent to which the person or entity has cooperated with the Bureau; the extent to which the person or entity has mitigated or attempted to mitigate any damage or injury caused by the violation; and the extent to which the conduct is a public nuisance or danger to public safety.
- Any Bureau accusation recommending disciplinary action will be served on the licensee and a hearing will be conducted to determine if cause exists to take action against the licensee.
- An accusation may be terminated by written stipulation at any time prior to the conclusion of the hearing on the accusation.

Citations and Notices to Comply

- The Bureau may issue citations containing orders of abatement and fines to a licensee or unlicensed person in writing.
- The Bureau may issue a notice to comply to a licensee for violations of the act or regulations observed during an inspection. The licensee may within 15 calendar days return the notice indicating the violation was corrected and how compliance was achieved.

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Bureau of Cannabis Control
1625 North Market Boulevard, Suite 202-S
Sacramento, CA 95834
(800) 952-5210

For the latest updates, follow the Bureau on social media

cdfa CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE

CAL CalCannabis Cultivation Licensing

CalCannabis Cultivation Licensing, a division of the California Department of Food and Agriculture, is preparing to accept applications for medicinal and adult-use (recreational) cannabis cultivation licenses beginning **January 1, 2018.**

Attachment 14

What CalCannabis Is Working on Now

- Developing **regulations** to license cultivators of medicinal and adult-use (recreational) cannabis
- Conducting a statewide **Program Environmental Impact Report** (PEIR) to determine and mitigate any potentially significant environmental impacts of cannabis cultivation
- Implementing an **online licensing program** and a **track-and-trace system** to record the movement of cannabis through the supply chain — from cultivation to sale

The Three Licensing Authorities

Bureau

BUREAU OF CANNABIS CONTROL

Housed within the **Department of Consumer Affairs**, the bureau licenses testing labs, distributors, dispensaries, and microbusinesses.

800-952-5210
bcc@dca.ca.gov
bcc.ca.gov

CalCannabis

CALCANNABIS CULTIVATION LICENSING

Housed within the **Department of Food and Agriculture**, CalCannabis licenses cannabis cultivators and establishes a track-and-trace system.

1-833-CALGROW (225-4769)
calcannabis@cdfa.ca.gov
calcannabis.cdfa.ca.gov

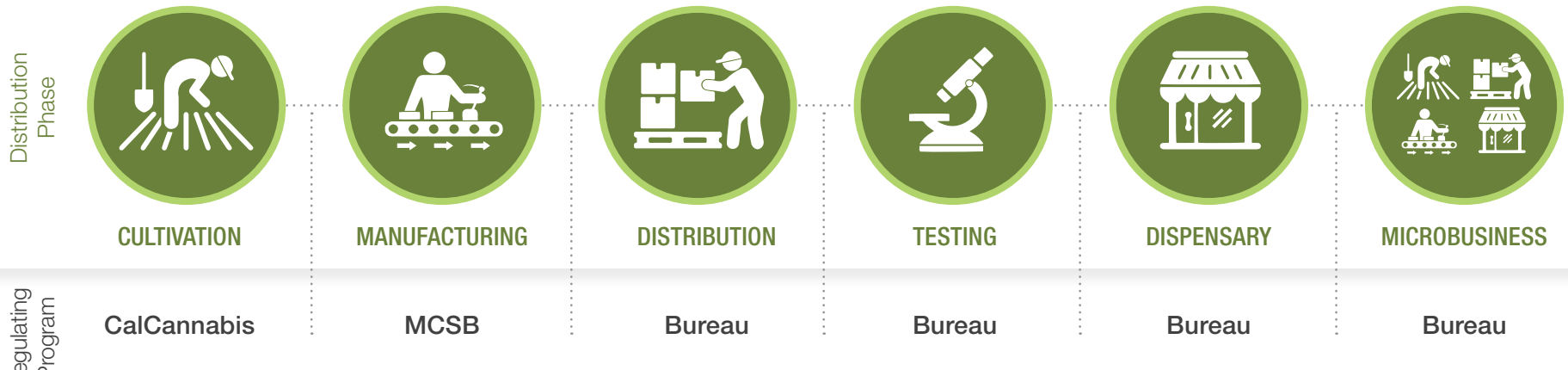
MCSB

MANUFACTURED CANNABIS SAFETY BRANCH

Housed within the **Department of Public Health**, MCSB licenses manufacturers of cannabis products, such as edibles.

916-440-7861
mcsb@cdph.ca.gov
cdph.ca.gov/mcsb

Who Does What



This graphic illustrates the movement of cannabis and cannabis products through the three state agencies responsible for regulating cannabis.

cdfa CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE

CAL CalCannabis Cultivation Licensing

CalCannabis Cultivation Licensing is developing the regulations that will define the cannabis cultivation licensing process, as required by California state law.

The Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA)

Earlier this spring, the Department of Food and Agriculture's CalCannabis Cultivation Licensing program, the Department of Consumer Affairs' Bureau of Cannabis Control, and the Department of Public Health's Manufactured Cannabis Safety Branch released draft regulations for the Medical Cannabis Regulation and Safety Act of 2015. These licensing authorities held several public hearings to accept oral and written comments regarding the draft regulations.

The licensing authorities had planned to move forward with a separate draft regulatory package for implementation of Proposition 64: The Adult Use of Cannabis Act of 2016. However, in June 2017, the Legislature passed and the Governor signed into law the **Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA**), which creates one regulatory system for both medicinal and adult-use (recreational) cannabis.

As a result, the three cannabis licensing authorities have withdrawn the proposed medical cannabis regulations and are now drafting emergency regulations based on the new law for the commercial medicinal and adult-use (recreational) cannabis industries. During this process, the licensing authorities will consider the valuable public comments received earlier this year regarding the draft medicinal cannabis regulations.

The licensing authorities will use the emergency rulemaking process to establish the new regulations, followed by the formal rulemaking process. The emergency regulations are expected to be published in late November 2017.

For more information on cannabis cultivation licensing:
calcannabis.cdfa.ca.gov

For details on other types of state cannabis licensing:
cannabis.ca.gov

Law Offices Of

RAPPORT AND MARSTON

An Association of Sole Practitioners

405 W. Perkins Street
P.O. Box 488
Ukiah, California 95482
e-mail: drapport@pacbell.net

David J. Rapport
Lester J. Marston
Scott Johnson
Darcy Vaughn
Mary Jane Sheppard

(707) 462-6846
FAX 462-4235

M E M O R A N D U M

TO: Kevin Doble, Mayor, and the City Council for the City of Ukiah
FROM: Darcy Vaughn, Assistant City Attorney
DATE: December 20, 2017
SUBJECT: Maps Depicting Effects of Versions 1 and 2 of Cannabis Related Business Ordinance.

Since the posting of the Staff Report for Item 11b on the agenda for the City Council meeting today, Community Development Department staff has generated two maps that are intended to help the Council visualize the effect of the respective distance restrictions implemented in Versions 1 and 2 of the Cannabis Related Business Ordinance. Specifically, the attached maps depict permissible locations for Cannabis Related Businesses within the City pursuant to the distance restrictions imposed in the two versions of the Ordinance.

On December 14, 2017, the Cannabis Ad Hoc Committee met to discuss the potential policy impacts of Version 1 of the Ordinance implemented by the Council on December 6th. The Ad Hoc's primary concern was that the Planning Commission's recommendations (ie no Cannabis Related Businesses allowed within 250 feet of a residentially zoned parcel, plus the default State distance restrictions of 600 feet from schools, day care centers, and youth centers) implemented by the Council would result in a de facto prohibition of Cannabis Related Businesses operating within the City. The first attached map (Attachment 1) entitled *Potential Locations for Cannabis Related Businesses: Ord. v. 1,* which depicts possible locations for Cannabis Related Businesses based on the restrictions imposed in Version 1 of the Ordinance, showed that these restrictions will severely limit the possible locations of such Businesses.

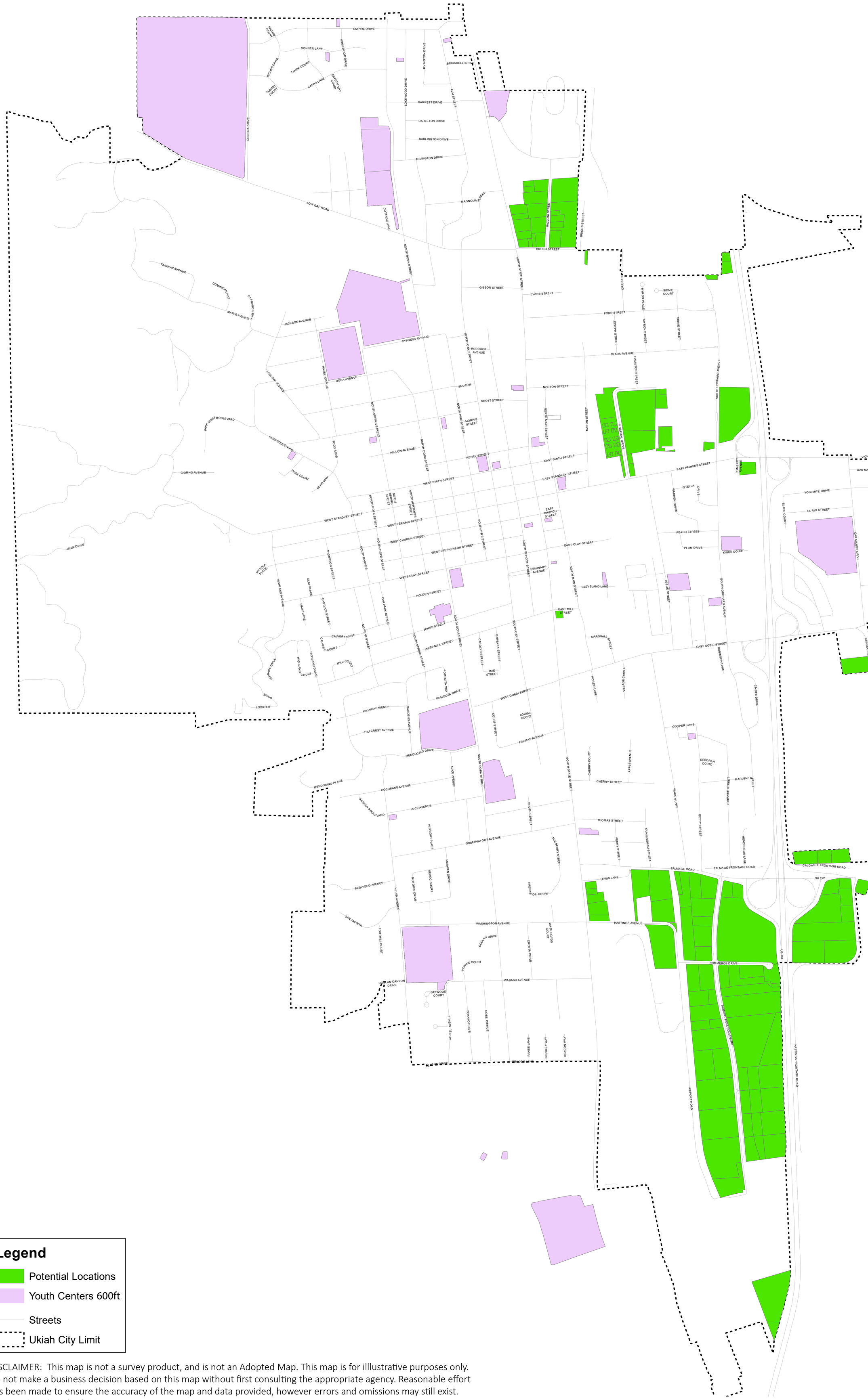
As the Ad Hoc does not believe that it was the intent of the Planning Commission or the Council to implement a de facto ban on operation and regulation of Cannabis Related Businesses in the City, the Ad Hoc recommends imposing only those distance restrictions that are consistent with those already in effect for Medical Marijuana Dispensaries through the current Medical Marijuana Dispensaries Ordinance. The Ad Hoc does not believe there is any compelling reason for taking a

patchwork approach to imposing distance restrictions and believes that an approach that is consistent with the current distance restrictions already in effect for Dispensaries will be appropriate and effective. As such, in Version 2 of the Ordinance, Cannabis Related Businesses are prohibited in the following locations, unless the Zoning Administrator or Planning Commission determines that a waiver should be granted: 1. Within six hundred feet of a school, measured in radial distance; 2. Within two hundred fifty feet (250') of a youth-oriented facility (public park, church, museum, library, or licensed daycare facility), measured by street frontage and not radial distance; 3. Abutting a parcel occupied by a youth-oriented facility or a school; 4. Within any residential zoned parcel or primary land use, or any property with an underlying residential or mobile homes general plan land use designation; or 5. On a parcel having a residential unit, or on a parcel directly abutting a residentially zoned property, unless there are intervening nonresidential uses between the Cannabis Related Business and the residential unit or the residentially zoned property that the decision-making entity charged with hearing and making the decision on the Use Permit application or the appeal of that decision determines sufficient to provide an appropriate separation.

The second attached map (Attachment 2) entitled *Potential Locations for Cannabis Related Businesses: Ord. v. 2*, which depicts possible locations for Cannabis Related Businesses based on the restrictions imposed in Version 2 of the Ordinance, would not result in a de facto ban, would be consistent with current City regulations for Dispensaries, and would allow Cannabis Related Businesses to operate in areas of the City in which such uses are appropriate and where these uses are more easily monitored by law enforcement.

Please refer to the Staff Report for Item 11b on the December 20, 2017 City Council meeting agenda for additional details.

City of Ukiah
Potential Locations for Cannabis Related Businesses: Ord. v. 1



Legend

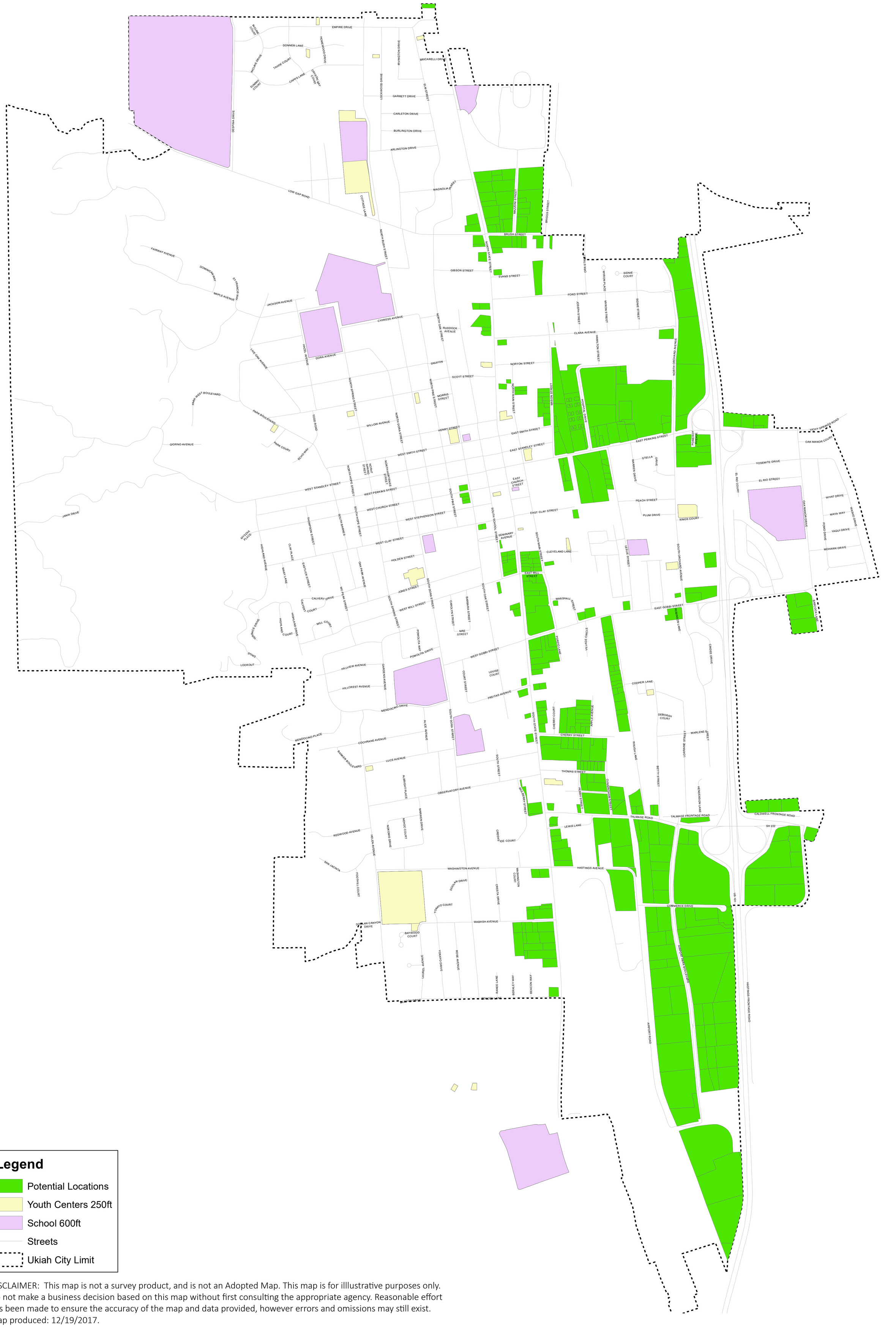
- Potential Locations
- Youth Centers 600ft
- Streets
- Ukiah City Limit

DISCLAIMER: This map is not a survey product, and is not an Adopted Map. This map is for illlustrative purposes only. Do not make a business decision based on this map without first consulting the appropriate agency. Reasonable effort has been made to ensure the accuracy of the map and data provided, however errors and omissions may still exist.
Map produced: 12/19/2017.

Attachment 2

City of Ukiah

Potential Locations for Cannabis Related Businesses: Ord. v. 2



Legend

- Potential Locations
- Youth Centers 250ft
- School 600ft
- Streets
- Ukiah City Limit

DISCLAIMER: This map is not a survey product, and is not an Adopted Map. This map is for illlustrative purposes only. Do not make a business decision based on this map without first consulting the appropriate agency. Reasonable effort has been made to ensure the accuracy of the map and data provided, however errors and omissions may still exist.
Map produced: 12/19/2017.

Robert Werra MD
#2 Lookout Dr
Ukiah Calif 95482

To: Ukiah City Council Members

RE: Cannabis Regulations

Dear Council Members,

I cannot attend the meeting, but I will offer you my views and reasons. I would endorse the conservative approach of your sister cities of Windsor and recently Ronhert Park. Their City Council Members voted to ban all cannabis in the city limits beyond that allowed by minimum State mandates. Failing that, I would urge you to enact the more liberal, but still cautious, recommendations of your diligent planning committee.

You have already approved a Medical Cannabis dispensary. It can fully meet the legitimate medical need for CBD cannabis, necessary for our community. Regarding recreational cannabis, I would urge you to proceed slowly and cautiously. I realize the City visualizes great financial benefit from cannabis sales. Also, some believe cannabis will rejuvenate downtown, without harmful consequences. The fact is we simply don't know. There is no track record in California towns like ours. This is all new – warehouse growing it, testing it, "tasting" it, and selling it, even with a major use permit. We know that THC cannabis is very detrimental to the brains of children, adolescents, and young adults, as outlined in the previous article I submitted to you. We do know that THC cannabis impairs driving leading to serious and fatal auto accidents. A study in California has shown already that cannabis related auto accidents equaled alcohol related accidents. Moreover, in Colorado, auto accidents have increased significantly since cannabis was legalized. Unfortunately, we have no legally binding THC test such as a blood alcohol level available to curb this risk on our city streets. Nor do we know the added burden to the city and the Police Dept. for enforcement. We know by history that the promises from the state for necessary added funds for enforcement are illusory. Local citizens will bear the financial burden.

Specifically, I would urge you to keep cannabis out of the downtown and semi-residential CN areas, like South Dora Street, with or without a major use permit. There are plenty of areas elsewhere in our City. Furthermore, I would urge you to enact the residential cannabis growing rules as outlined in the Windsor model in the attached article.

There are a number of communities eager to try out widespread cannabis use. There is no urgency. Let us learn from their experience – good and bad. Then we can act wisely and prudently for the benefit of our community.

Finally, whether you agree with me or not, I applaud your hard work. From my limited exposure to you and the planning committee it is clear that you all work very diligently to serve our community.

Thank You,

Robert Werra MD

Robert Werra, M.D.

Windsor outlaws cannabis business

ROHNERT PARK HAS RECENTLY DONE THE SAME.

Council wants to preserve warehouse space, also bans outdoor pot growing

By **CLARK MASON**
THE PRESS DEMOCRAT

The largest city in northern Sonoma County is saying "no" to marijuana — no dispensaries, no cannabis businesses and no outdoor cultivation.

The Windsor Town Council last week unanimously introduced an ordinance prohibiting any type of marijuana businesses within city limits, in part to preserve warehouse space from being gobbled up by the newly legalized industry.

Debora Fudge

But town officials also want to avoid any associated problems, such as burglaries and robberies of cash-heavy marijuana businesses.

"Windsor remains primarily a family-oriented town," said Mayor Debora Fudge, who said there has been little call from the citizenry of Windsor to adopt a more lenient attitude toward cannabis.

Windsor Police Sgt. Andy Cash said that in previous meetings leading up to Wednesday's action, it was clear the council wanted Windsor to have a "small town vibe. They wanted to keep a bedroom community, a wholesome community."

With the passage last November of Prop. 64 legalizing recreational cannabis statewide, adults can possess up to an ounce of marijuana and cultivate up to six plants per residence.

But cities and counties can put strict restrictions on indoor cultivation and prohibit outside grows like Windsor did Wednesday.

Under those rules, the six plants must be inside, and an over-the-counter permit is required from the community development department. There

TURN TO CANNABIS » PAGE A4

CANNABIS

CONTINUED FROM A3

are more than a dozen other conditions such as complying with electrical, plumbing and fire codes, filtered ventilation to prevent marijuana odors, and security measures.

Most of the discussion centered on enforcement, with the council agreeing that any unauthorized cultivation could be subject to a fine of up to $1,000 per plant for each day the violation remains unabated.

Bruce Okrepkie

Enforcement will be driven by complaints; police officers and town employees will not be actively searching for unauthorized cultivation.

Councilman Bruce Okrepkie said Windsor has limited commercial space and he didn't want the town to experience a situation like the one in Santa Rosa, where the emerging cannabis industry is filling empty warehouses and driving up commercial real estate prices and rents. On Wednesday, only a couple of people addressed the council on the topic without voicing any dissent.

"I'm glad we didn't chase the gold ring of marijuana tax that seems to be the lure for the county and other jurisdictions," said Bill Adams, vice president of the Windsor Unified school board.

He said allowing commercial grows and manufacture of marijuana products creates revenue, but "at a price that I think our community isn't entirely clear what that's going to be."

The Town Council did make an exception to allow deliveries to Windsor residents from out-of-town pot dispensaries.

You can reach Staff Writer Clark Mason at 707-521-5214 or clark.mason@pressdemocrat.com. On Twitter @clarkmas.

Agenda Item No.: 11c

MEETING DATE/TIME: 12/20/2017

PEAK ITEM NO: COU-233-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Public Hearing to Consider Adoption of a Resolution Adopting Fees for Newly Established Planning Permits and Services and an Increased Minimum Fee for Building Permits

DEPARTMENT: Community Development **PREPARED BY:** Craig Schlatter

ATTACHMENTS:

Attachment 1 - Community Development Dept. New and Amended Fees

Attachment 2 - Community Development Dept. Fee Resolution and Schedule

Attachment 3 - Community Development Dept. Fees Analysis

Summary: Council to consider adoption of a resolution amending the fee schedule of the Planning and Building Divisions of the Community Development Department.

Background: On June 1, 2016, the City Council adopted Resolution 2016-30 updating the Planning and Building fee schedule. The Council requested a review and update by Staff one year after the adoption of the 2016 fee schedule. During the period since June 1, 2016, the City Council adopted two ordinances establishing tasks that require additional Planning Division staff time to complete - the Cannabis Related Business Use Permit Renewal and the Recorded Subdivision Map Modification. The Department is also proposing a restructuring proposal to significantly improve the customer service experience, leading to a more seamless development experience for new and existing customers.

RECOMMENDED ACTION: Staff recommends adoption of a Resolution establishing new Community Development Department fees associated with cannabis related business use permit renewals and recorded subdivision map modifications and increasing the minimum fee for a building permit.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Kevin Thompson, Planning Manager; Matthew Keizer, Building Official

Approved: Sage Sangiacomo, City Manager

Discussion: The Building Division's minimum building permit fee has not been adjusted since 2003. In performing a fee study, Staff found Ukiah's minimum building permit fee to be significantly lower than neighboring jurisdictions. To improve the customer experience for owners and builders, Staff recommends an increase in the City's minimum building permit fee from $26.09 to $45.50. Revenues from the adjustment will go directly to offsetting the cost of new labor capacity to improve building services and processing time.

Staff recommends new fees be established for a cannabis related business use permit renewal and modification to a recorded subdivision map. The adopted Medical Marijuana Dispensaries Ordinance requires an annual Dispensary Permit renewal process. This process requires a publicly noticed hearing conducted by the Zoning Administrator. The proposed fee for this service is a $1,000 deposit, with any fees owed to be reimbursed through cost recovery. All unused funds would be returned to the applicant. Staff recommends a $600 fee be established for modification to a recorded subdivision map. On April 19, 2017, the City Council adopted an Ordinance that set forth a procedure for the modification of a recorded subdivision map. Per State law, this procedure requires a noticed public hearing. Staff estimates the amount of work and noticing requirements to be similar to a Minor Use Permit, of which the current fee is $600.

Summarizing, below is a list of new and amended fees proposed by Staff:
1. Minimum Building Permit fee increase (amended fee) = $45.50
2. Modification to a recorded Subdivision Map (new fee) = $600
3. Cannabis Related Business Use Permit Renewal (new fee) = $1,000 deposit; Cost Recovery

Attachment 1 provides a table of the proposed two new fees for planning permits and services and the amended minimum building permit fee. Attachment 2 is the resolution for adoption of the new fee schedule, including all current and new fees as Exhibit A. Attachment 3 is an analysis of the current and proposed fees.

The Planning and Building Fee Schedule is subject to a public hearing prior to adoption. At the conclusion of the public hearing, and subject to any modifications, the Council could then adopt the Planning and Building Fee Schedule through approval of the attached resolution. The fees and charges would go into effect on Monday, January 22, 2018, to comply with state law concerning fees related to development projects. Revenues generated from the fee adjustments would be utilized to improve services as covered in the corresponding item on the agenda related to the Department's restructuring proposal.

2

City of Ukiah
COMMUNITY DEVELOPMENT DEPARTMENT

Planning/Building Permits and Services
New and Amended Fees

NEW PERMIT APPLICATION OR SERVICE	CURRENT FEE	RECOMMENDED FEE	DISCUSSION
Modification to recorded Subdivision Map	Currently No Fee Established	$600	$600 public hearing notice required, work required similar to Minor Use Permit
Cannabis Related Business Use Permit Renewal	Currently No Fee Established	$1,000 Deposit and 100% Cost Recovery	Requires a public hearing, and potentially considerable Staff time to arrange and prepare agendas and notices.
Minimum Building Permit Fee	$26.09	$45.50	Minimum Building Permit Fee for Mechanical, Plumbing and Building Fee

RESOLUTION NO. 2017-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ADOPTING FEES FOR NEWLY ESTABLISHED PLANNING PERMITS AND SERVICES AND AN INCREASED MINIMUM FEE FOR BUILDING PERMITS.

WHEREAS,

1. Planning and Building Permit and service fees in the City of Ukiah were last revised in 2016; and

2. Since the 2016 fee schedule adoption, the City of Ukiah has adopted two Ordinances (Numbers 1095 and 1177) that establish tasks that require staff time to complete; and

3. Ordinance 1095 establishes a process for the renewal of Medical Marijuana Dispensaries (Cannabis-Related Business) Permits and the requirement that the City Council adopt a fee to provide associated services; and

4. Ordinance 1177 establishes a process for applicants to modify recorded subdivision maps and the requirement that the City Council adopt a fee to provide associated services; and

5. Based on the amount of time it typically takes staff to process certain building and planning permits and services, it is reasonable and appropriate to establish new fees for these permits. These fees include: 100% cost recovery with a $1,000 deposit for Medical Marijuana Dispensary (Cannabis-Related Business) Permit Renewals, $600 for modifications to recorded subdivision maps, and a minimum building permit fee of $45.50; and

6. The City Council continued a duly noticed public hearings on December 6, 2017, to December 20, 2017, to discuss and receive public comment on the proposed fees; and

7. Based on the information provided at the hearing on December 6 and continued to December 20, 2017, the City Council finds that the fees do not exceed the cost to provide the services for which the fee is charged;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby adopts the updated fee schedule for planning and building permits and services as listed on the attached Exhibit A.

PASSED AND ADOPTED this 20th day of December 2017, by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Kevin Doble, Mayor

ATTEST:

_____
Kristine Lawler, City Clerk

EXHIBIT A

Community Development Department
Planning/Building Permits and Services
Fee Resolution

Current and New Fees

Planning and Building Services Fees: The following Table shows the fees for Planning and Building Permits and Services, including fees added or modified under Ukiah City Council Resolution No. 2017-____. The fee modifications include a fee for Subdivision Modification, Cannabis Related Businesses Permit renewal and minimum building permit fees.

PERMIT APPLICATION OR SERVICE	FEE
Site Development Permit Major	100% Cost Recovery $1,000.00 to $3,000.00 Deposit depending upon the size and complexity of the project. Affordable Housing Project: 80% Cost Recovery Special Housing Needs Project 60% Cost Recovery
Site Development Permit Minor	$200.00 and $600.00 Cost depends on the size and complexity of the project.
Use Permit Major and Use Permit Renewal	100% Cost Recovery $1,000.00 to $3,000.00 Deposit depending upon the size and complexity of the project. Affordable Housing Project: 80% Cost Recovery Special Housing Needs Project 60% Cost Recovery
Use Permit Minor	$200.00 to $600.00
Use Permit Site Development Permit Amendment	$200.00 to $600.00 (Minor) $500 Deposit and 100% cost recovery (Major)
Cannabis Related Business Use Permit Renewal	100% Cost Recovery $1,000.00 deposit

PERMIT APPLICATION OR SERVICE	FEE
Variance Major	100% Cost Recovery $1,000.00 to $3,000.00 Deposit depending upon the size and complexity of the project. Affordable Housing Project: 80% Cost Recovery Special Housing Needs Project 60% Cost Recovery
Variance Minor	$200.00 to $600.00
Subdivision Major	100% Cost Recovery $1,000.00 to $3,000.00 Deposit depending upon the size and complexity of the project. Affordable Housing Project: 80% Cost Recovery Special Housing Needs Project 60% Cost Recovery
Subdivision Minor	$900.00 Affordable Housing Project: $720.00 Special Housing Needs Project: $540.00
Subdivision Exception (Minor Subdivisions)	$500.00 Affordable Housing Project: $400.00 Special Housing Needs Project $200.00
Modification to Subdivision Map	$600
Boundary Line Adjustment	$350.00
Lot Merger	$350.00

PERMIT APPLICATION OR SERVICE	FEE
Subdivision/Parcel Map Time Extension	$200.00
Appeal	$100 Deposit and full cost recovery (Applicant) $100 Flat Fee (Public)
General Plan Amendment	$1,000.00 to $3,000.00 Deposit and 100% Cost Recovery
Annexation	$1,000.00 to $3,000.00 Deposit and 100% Cost Recovery. 100% of cost for required maps, legal descriptions, etc.)
Pre-zoning	$1,000.00 to $3,000.00 Deposit and 100% Cost Recovery
Rezoning	$1,000.00 to $3,000.00 Deposit and 100% Cost Recovery
Rezoning Planned Development	$1,000.00 to $3,000.00 Deposit and 100% Cost Recovery
CEQA Document Filing (fee subject to change based on County requirement)	$50
Pre-Application Conference/Review (Planning Staff)	Level 1: $0 Level 2: $200.00 Level 1: Review is research and meeting totaling less than 1 hour of all city staff Level 2: Review is research and meeting exceeding 1 hour total

PERMIT APPLICATION OR SERVICE	FEE
Pre-Application Review (Project Review Committee)	$250.00
Pre-Application Review (Planning Commission)	$300.00
Environmental Impact Report (EIR), Special CEQA Document or Complex Initial Environmental Study	Full Consultant Cost plus 15% administration fee
Archaeological Search – for Environmental Review	Full Cost – Paid Directly to SSU Northwest Information Center
Public Hearing Continuations requested by applicants that require re-noticing	$200.00
Penalty/Violation (proceeding without permit)	Double the cost of the permit
Zoning/Planning Research	Level 1: $0 Level 2: $200.00 Level 1 Zoning/Planning Research means research taking up to 1 hour Level 2 Zoning/Planning Research means research taking more than 1 hour
Specific Plan/Master Plan Review	$2,000 to $3,000 Deposit and 100% Cost Recovery Affordable Housing Project: 80% Cost Recovery Special Housing Needs Project: 60% Cost Recovery
Address Change	$100

PERMIT APPLICATION OR SERVICE	FEE
County Airport Land Use Commission Referral for Land Use Plan Consistency Determination	$300.00 Plus any additional fee required by and paid directly by applicant to Mendocino County.
Site Inspection Request by Property Owner/Applicant	$0
Sign Permit	Minor: $50 Major: $150 Minor Sign Permit involves up to one hour of analysis and administrative work. Major Sign Permit takes more than 1 hour. Temporary signs- banners, etc; portable signs: $25
Building Permit Review Fee (Planners)	$50
General Plan/Advance Planning Maintenance Fee	15% of the total cost of a Building Permit (Building Permit, Mechanical Permit, Electrical Permit, Plumbing Permit and Plan Check)
Document and Map Fees	
General Plan	$30.00
Zoning Ordinance	$30.00
Subdivision Ordinance	$30.00
Master Bike/Ped Plan	$30.00
Airport Master Plan	$30.00
Landscaping Guidelines	$15.00
Design Guidelines	$15.00
Creek Plans	$15.00
General Plan Map	$30.00
Zoning Map	$30.00
Other Plans	$5.00-$30.00
Misc Maps, Graphics and Reports	$5.00-$30.00

PERMIT APPLICATION OR SERVICE	FEE
Photo Copy	$0.10 per page First 5 copies per day are free
Certificate of Compliance (recognize existing parcels)	$150
Determinations of Appropriate Use	$200
Special Planning Commission Meeting Acct#: 100.0800.611.003	$300
Business License Review	$0

Building Division Fees:

SERVICE	FEE
Mandatory Training and Certification Surcharge	4% on all Building Permits
Technology and Records Management Surcharge	3% on all Building Permits
Minimum Building Permit Temporary Certificate of Occupancy	Based on the project size and timeframe >$100,000 = $500.00/ 60 days <$100,000 = $1,000.00/ 60 days
Request for Alternate Materials and Methods Review	$85/Hour
Appeal to Building Regulations Appeal Board	$170
Postage – Structural Plan Check	Actual Cost
Minimum Building Permit Fee	$45.50

Cost of Services Analysis
2017 City of Ukiah Building and Planning Fee Schedule
Proposed New and Amended Fees

Name of Fee:	Minimum Building Permit Fee	Modification to a recorded Subdivision Map (new fee)	Cannabis Related Business Use Permit Renewal (new fee)
Fee Description	Examples of building permits in this category include: water heater replacement, furnace replacement, and electric service replacement. These permits do not require plans or plan checks.	A procedure for the modification of a recorded subdivision. Requires a noticed public hearing per State Law. Staff estimates the amount of work and noticing requirements to be similar to a Minor Use Permit, of which the current fee is $600.	The adopted Medical Marijuana Dispensaries Ordinance requires an annual permit renewal. The renewal process requires a publically noticed hearing conducted by the Zoning Administrator. The proposed fee for this service is the cost recovery model, requiring a $1,000 deposit. Any unused deposit will be returned to the applicant, and if staff time exceeds the deposit amount the applicant will be asked for an additional deposit.
Publication Cost	N/A	Ukiah Daily Journal one time public hearing notice fee: $120	Ukiah Daily Journal one time public hearing notice fee: $120
Postage Cost	N/A	Between $5 and $20 depending on where the project is located.	Between $5 and $20 depending on where the project is located.
Specific Tasks	1) Intake application, create file, review, issue permit; 2) perform inspections/make corrections if needed; 3) perform 2nd insp. if needed; 4) File finaled permit and re-file the address file. Tasks may be more involved for larger projects.	1) Intake application and create file; 2) create public hearing notice; 3) conduct research and draft memo; 4) staff and present at City Engineer meeting; 5) draft and send approval to applicant.	1) Intake application and create file; 2) create public hearing notice; 3) conduct research and draft memo; 4) staff and present at Zoning Adminstrator public hearing; 5) draft and send approval to applicant.

Name of Fee:	Minimum Building Permit Fee	Modification to a recorded Subdivision Map (new fee)	Cannabis Related Business Use Permit Renewal (new fee)
Estimated Staff Time	Devt Permit Coord. (DPC) = $50/hr Building Official (BO) = $58/hr 1) 30 mins DPC; 2) 40 mins BO; 3) 40 mins BO; 4) 15 mins DPC Total time B/O 40 mins (1 inspection) = $39.00 Total time DPC 45 mins = $37.00 Cost- one inspection = $76.00 Cost- two inspections = $115.00	Planning Tech 3hrs @ $45/hour Associate Planner 5 hrs @ $55/hr Senior Civil Eng 2 hours @$75/hr City Engineer 1 hour @ $110	Planning Tech 3hrs @ $45/hr Associate Planner 5 hours @ $55/hr CD Director 1 hour @ $95 /hr
Total Cost to City	$76-$115	$795-$815	$645-$660
Existing Fee	Water Heater = $39.74 (1 Inspection) Loss of $36.26 per permit Furnace = $42.52 (2 Inspections) Loss of $72.48 per permit Electrical Service = $60.22 (2 Inspections) Loss of $54.78 per permit (Minimum Building Permit Fee)	$0	$0
Proposed Fee	Water Heater = $59.15 (1 Inspection) Loss of $16.18 per permit Furnace = $61.93 (2 Inspections) Loss of $53.07 per permit Electrical Service = $79.63 (2 Inspections) Loss of $35.37 per permit (Minimum Building Permit Fee)	$600	$1,000 - Cost Recovery

City of Ukiah

COMMUNITY DEVELOPMENT DEPARTMENT

December 2017 Fees Update

Craig Schlatter, Community Development Director

Fees Review and Update
Planning and Building Services

- Two new ordinances added since June 1, 2016 establishing new duties for the Planning Division
- Building permit fees not adjusted since 2003, with increasing demand from contractors and the public for enhanced customer service
  - Number of building permits issued in 2016 = 722
  - City of Ukiah building fee calculations outdated
  - More research will be needed here; an in-depth fee study may be the next step

Planning Services Fees Recommendation: Adopt Two New Fees

1. Fee for Medical Marijuana Dispensary (Cannabis-Related Business) Use Permit Renewal
   - Ordinance 1095, adopted February 2016; calls for creation of fee to provide renewal service
   - Fee proposed = cost recovery, $1,000 deposit
2. Fee for Modification of a Recorded Subdivision Map
   - Ordinance 1177, adopted April 19, 2017; calls for creation of fee for modification service
   - Estimated amount of time and types of tasks similar to Minor Use Permit
   - Fee proposed = $600

Building Services Permit Fees Analysis Comparison to Neighboring Jurisdictions

Jurisdiction		Base Fee
Fort Bragg*		$ 83.00
Mendocino County		$ 83.00
Cloverdale		$ 70.00
Windsor		$ 75.00
Sonoma County		$ 79.00
Clearlake		$ 83.25
Lake County		$ 95.00
Healdsburg		$ 108.00
Average Base Fee		$ 84.53

*City of Fort Bragg

- Base fee for projects valued at < $1,000
- Projects > $1,000 fee is 2.5% of project valuation
- Mendocino County handles building services

Building Services Permit Fees Analysis
Existing vs. Proposed Fees Comparisons

Average fee ($84.53)	Base Fee	Sub Fee	Base + Sub	GPF %	GPF $	T/R %	T/R fee $	T %	T $	Permit Total	Labor Cost	Total Bal
Water Heater	$ 84.53	$ 13.65	$ 98.18	15%	$ 14.73	3%	$ 2.95	4%	$ 3.93	$ 119.78	$ 76.00	$ 22.18
FAU	$ 84.53	$ 16.43	$ 100.96	15%	$ 15.14	3%	$ 3.03	4%	$ 4.04	$ 123.17	$ 115.00	$ (14.04)
Ele Service	$ 84.53	$ 34.13	$ 118.66	15%	$ 17.80	3%	$ 3.56	4%	$ 4.75	$ 144.77	$ 115.00	$ 3.66
Existing Fee ($26.09)	Base Fee	Sub Fee	Base + Sub	GPF %	GPF $	T/R %	T/R fee $	T %	T $	Permit Total	Labor Cost	Total Bal
Water Heater	$ 26.09	$ 13.65	$ 39.74	15%	$ 5.96	3%	$ 1.19	4%	$ 1.59	$ 48.48	$ 76.00	$ (36.26)
FAU	$ 26.09	$ 16.43	$ 42.52	15%	$ 6.38	3%	$ 1.28	4%	$ 1.70	$ 51.87	$ 115.00	$ (72.48)
Ele Service	$ 26.09	$ 34.13	$ 60.22	15%	$ 9.03	3%	$ 1.81	4%	$ 2.41	$ 73.47	$ 115.00	$ (54.78)
Proposed Fee ($45.50)	Base Fee	Sub Fee	Base + Sub	GPF %	GPF $	T/R %	T/R fee $	T %	T $	Permit Cost	Labor Cost	Total Bal
Water Heater	$ 45.50	$ 13.65	$ 59.15	15%	$ 8.87	3%	$ 1.77	4%	$ 2.37	$ 72.16	$ 76.00	$ (16.85)
FAU	$ 45.50	$ 16.43	$ 61.93	15%	$ 9.29	3%	$ 1.86	4%	$ 2.48	$ 75.55	$ 115.00	$ (53.07)
Ele Service	$ 45.50	$ 34.13	$ 79.63	15%	$ 11.94	3%	$ 2.39	4%	$ 3.19	$ 97.15	$ 115.00	$ (35.37)

Key			
Base fee -	Min. Bldg. Permit Fee	GPF %	General Plan Fund fee %
Sub fee -	Per ICC 2003 code	T/R %	Tech/Records fee %
Base + sub -	Total of min. permit fee and sub fee	T %	Training fee %

Building Services Fee Recommendation: Increase Minimum Building Permit Fee

- Fee increase proposed = from $26.09 to $45.50, an increase of $19.41
  - Still an overall loss to Building Division but one step closer to recovery
- Incremental step to bringing fees more into alignment with level of service expected by contractors and the public
- Lower fees do not necessarily lead to increased development (and in many cases can impede service delivery)
- Will be used to enhance services in Building Division

Agenda Item No.: 12a

MEETING DATE/TIME: 12/20/2017

PEAK ITEM NO: COU-242-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Presentation on the Potential Refunding of the 2006 Wastewater Revenue Bonds and Consideration of a Corresponding Ad Hoc Committee

DEPARTMENT: Finance **PREPARED BY:** Daniel Buffalo

ATTACHMENTS:

Attachment 1 - Ukiah 2018 WW Refunding - Presentation to Council and District 171212 Final

Attachment 2 - Ukiah Letter Re Litigation Impact Weist 12-11-17

Attachment 3 - Moody's Credit Opinon 1-17-17

Attachment 4 - Moody's Credit Rating Scale

Summary: The City has an opportunity to capitalize on interest cost savings related to its 2006 wastewater revenue bonds by refunding (refinancing) them at a lower interest rate than is currently being paid. The presentation will convey relevant information on the reasons why a refunding is financially prudent, what the key milestones and dates are, and the impact of the current lawsuit against the City by the Ukiah Valley Sanitation District would likely be on a potential refunding.

Background: The City, with financial commitment and support from the Ukiah Valley Sanitation District (UVSD), issued over $75 million in wastewater revenue bonds in 2006 for the rehabilitation and capacity expansion of the City's wastewater treatment facility. The facility is part of a unified sewer system serving City

RECOMMENDED ACTION: Receive presentation and information on refunding the City's 2006 wastewater revenue bonds and appoint an ad hoc committee to work with City staff and the Ukiah Valley Sanitation District on details of the issue.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: David Rapport, City Attorney; Tim Eriksen, Public Works Director/City Engineer; Sean White, Water Resources Director

Approved: Sage Sangiacomo, City Manager

and UVSD ratepayers. The contract rate (interest rate) of those bonds is 4.25%. The term of the bonds is for 30 years with total interest expense estimated to be $66.8 million.

Discussion: Analysis of the City's outstanding bonds, with the assistance of its Registered Municipal Financial Adviser, NHA Advisors, indicates potential interest cost savings of $16.6 million if the City could refund its 2006 wastewater revenue bonds at the current market rate, which is approximately 3%. However, there is a high likelihood these savings would be eroded significantly if the City does not move immediately with its partner, UVSD, to get to market and complete a new bond deal.

The current bond indenture (contract) between the City and bondholders for the 2006 issue allows for a refunding only in proximity to its regularly scheduled debt service payments, which occur twice per year in March and September. The City is within the time period to refund prior to its March payment. That window closes, however, by January 30, as the bond indenture covenants the City to notify bondholders of its intention to refund 30 days prior to the debt service payment of March 1. The matter is made extraordinary at this time because of a high probability that interest rates will rise before the City's next opportunity to refund in the summer. If the opportunity now is missed, it is likely the City and UVSD will forgo approximately $3.3 million of that estimated $16.6 million in interest cost savings over the remaining 18 years of the bond.

The biggest impediment to completing a refunding is the lawsuit against the City by UVSD. Legal opinion from Bond Counsel and the opinion of the City's Financial Advisor is that a new bond deal is greatly impacted, if not impossible to achieve, with the lawsuit in place.

Timing is of the essence. Because of this, staff recommend the Council appointment an ad hoc committee of two council members to work with UVSD and City staff to examine all details of a proposed deal so that it can make an informed recommendation to full Council/UVSD without delay.

Attachment 1 is the copy of the presentation as was delivered to the UVSD Board on Wednesday, December 13, 2017.

Attachment 2 is an opinion letter from the City's Bond Counsel on the potential effects of the lawsuit on the City's ability to complete a refunding deal.

Attachment 3 is a report from an independent rating agency, Moody's Investors Service, to bondholders of the City's 2006 wastewater revenue bonds opining on the credit worthiness of the City, citing strengths and weaknesses, including a detailed discussion of the effects to the City's credit rating resulting from the lawsuit.

Attachment 4 is an informational brochure produced by Moody's explaining how to read and interpret its credit rating scale.

Attachment 1

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City of Ukiah

2006 Wastewater Revenue Bonds Refinancing Discussion

2006 Bonds

- $75.06 million 2006 Bonds issued on March 2, 2006
  - 67.7% of Proceeds funded Rehabilitation to existing facilities
    - Rehabilitation share allocation: City-52.5% / District-47.5%
  - 33.3% of Proceeds funded Increased Capacity
    - Increased Capacity share allocation: City-35.0% / District-65.0%:
  - Overall Annual Payment share: City-46.67% / District-53.33%
  - Final maturity: March 1, 2036
  - Annual Debt Service: approx. $4.87 - $4.91 million
  - Existing Interest Rate: 4.45%
  - Remaining Principal Amount: $60.91 million
  - Current Rating: Baa2 (Moody's, January 17, 2017)
- Current market interest rates are approximately 3.00%

2006 Bonds' Redemption Provisions

- 2006 Bonds are callable on interest payment dates only
  - March 1 and September 1
- City must notify bondholders 30+ days prior to redemption
- Proposed House and Senate tax reform bills eliminate ability to advance refund bonds
  - Bonds must be redeemed within 90 days of closing
- Impact on Refunding of 2006 Bonds:
  - If the 2006 Bonds are not called in January 2018, the next "window" that they may be called will be June through July, 2018 for a redemption on September 1, 2018

Assumptions to Refinancing Scenarios

- Basic Assumptions in Scenario 1 (March 1, 2018 Redemption):
  - Refinance all outstanding principal
  - Use current market interest rates for Insured / "A" underlying rated wastewater revenue bonds
  - Same March 1, 2036 final maturity
  - Level debt service
  - Per IRS Tax Rules, unspent project funds (~$4.7mm) must be used to reduce the principal amount of refunding bonds
  - Provide redemption notice prior to January 30, 2018 for March 1, 2018 Redemption
- Scenario 2 (September 1, 2018 Redemption): Lawsuit remains outstanding thus preventing 2006 Bond refinancing in timely manner and/or at advantageous interest rates
  - Provide redemption notice prior to July 31, 2018
  - Add 0.50% to current interest rates used in Scenario 1
    - Bloomberg's most recent survey of economists resulted in a median forecast of three one quarter-point (0.25%) Federal Reserve Bank rate hikes (or 0.75% total) in 2018

Moody's Report (January 17, 2017) Summary

Ukiah (City of), CA Sewer Enterprise

Rating Update – Moody's affirms Ukiah, CA's Baa2 rating on its outstanding wastewater revenue bonds.

Summary Rating Rationale

Moody's Investors Service has affirmed the Baa2 rating on the City of Ukiah CA's Sewer Enterprise revenue bonds, affecting $64.9 million in debt outstanding. The bonds are secured by net revenues of the sewer system and a cash-funded debt service reserve fund sized at maximum annual debt service (MADS).

The Baa2 rating reflects the potential risks regarding the uncertainty of the outcome of litigation and payment disputes between the city and its largest payer and the impact to the city's financial position and planning ability. The rating also reflects the adequate debt service coverage by net system revenues, which has recovered after repeated reliance on rate stabilization fund transfers to meet the rate covenant, and our expectation that in the near-term the city will meet its rate covenant without the need for further transfers. The rating favorably incorporates the strong available reserve levels and the stability of the customer base.

Moody's Report (January 17, 2017) Summary

Credit Strengths

» Strong available cash levels
» Good current asset condition
» Stable customer base

Credit Challenges

» Ongoing litigation with Sanitation District
» Traditionally narrow debt service coverage
» Rural service area with very little planned development

Rating Outlook

Outlooks are typically not assigned to credits with this amount of debt outstanding.

Factors that Could Lead to an Upgrade

» Favorable resolution of the litigation
» Further improvement in debt service coverage
» Return of ability to effectively budget and raise rates

Factors that Could Lead to a Downgrade

» Unfavorable resolution of the litigation
» Deterioration of the system's coverage and cash position
» Continuation of difficulty with rate raising and budgeting

Summary of Scenarios

Total Savings			
Scenarios	**City**	**District**	**Total**
March 1, 2018 Redemption	$7,767,688	$8,878,722	$16,646,410
September 1, 2018 Redemption	$6,222,383	$7,108,927	$13,331,310
Variance	**($1,545,305)**	**($1,769,795)**	**($3,315,100)**

Annual Debt Service			
Scenarios	**City**	**District**	**Total**
March 1, 2018 Redemption	$1,852,534	$2,117,128	$3,969,662
September 1, 2018 Redemption	$1,938,384	$2,215,450	$4,153,834
Variance	**$85,850**	**$98,322**	**$184,172**

Scenario 1 (March 1, 2018 Redemption) – Gross Debt Service Comparison

Date	Principal	Interest	New D/S	Old D/S	Savings
03/01/2019	1,655,000.00	2,296,415.28	3,951,415.28	4,867,300.00	915,884.72
03/01/2020	1,800,000.00	2,151,600.00	3,951,600.00	4,877,375.00	925,775.00
03/01/2021	1,890,000.00	2,061,600.00	3,951,600.00	4,870,475.00	918,875.00
03/01/2022	1,990,000.00	1,967,100.00	3,957,100.00	4,879,750.00	922,650.00
03/01/2023	2,090,000.00	1,867,600.00	3,957,600.00	4,881,250.00	923,650.00
03/01/2024	2,200,000.00	1,763,100.00	3,963,100.00	4,887,937.50	924,837.50
03/01/2025	2,315,000.00	1,653,100.00	3,968,100.00	4,889,375.02	921,275.02
03/01/2026	2,430,000.00	1,537,350.00	3,967,350.00	4,892,025.02	924,675.02
03/01/2027	2,555,000.00	1,415,850.00	3,970,850.00	4,898,825.02	927,975.02
03/01/2028	2,680,000.00	1,288,100.00	3,968,100.00	4,895,450.00	927,350.00
03/01/2029	2,820,000.00	1,154,100.00	3,974,100.00	4,895,600.00	921,500.00
03/01/2030	2,960,000.00	1,013,100.00	3,973,100.00	4,898,812.50	925,712.50
03/01/2031	3,110,000.00	865,100.00	3,975,100.00	4,904,625.02	929,525.02
03/01/2032	3,275,000.00	709,600.00	3,984,600.00	4,912,575.00	927,975.00
03/01/2033	3,405,000.00	578,600.00	3,983,600.00	4,912,200.00	928,600.00
03/01/2034	3,540,000.00	442,400.00	3,982,400.00	4,908,400.00	926,000.00
03/01/2035	3,685,000.00	300,800.00	3,985,800.00	4,915,575.00	929,775.00
03/01/2036	3,835,000.00	153,400.00	3,988,400.00	4,912,775.00	924,375.00
Total	**$48,235,000.00**	**$23,218,915.28**	**$71,453,915.28**	**$88,100,325.08**	**$16,646,409.80**

10

Estimated total savings

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Scenario 2 (September 1, 2018 Redemption) – Gross Debt Service Comparison

Date	Principal	Interest	New D/S	Old D/S	Savings
03/01/2019	2,320,000.00	1,811,070.41	4,126,639.63	4,867,300.00	740,660.37
03/01/2020	1,740,000.00	2,399,475.00	4,139,475.00	4,877,375.00	737,900.00
03/01/2021	1,830,000.00	2,303,775.00	4,133,775.00	4,870,475.00	736,700.00
03/01/2022	1,935,000.00	2,203,125.00	4,138,125.00	4,879,750.00	741,625.00
03/01/2023	2,045,000.00	2,096,700.00	4,141,700.00	4,881,250.00	739,550.00
03/01/2024	2,165,000.00	1,984,225.00	4,149,225.00	4,887,937.50	738,712.50
03/01/2025	2,285,000.00	1,865,150.00	4,150,150.00	4,889,375.02	739,225.02
03/01/2026	2,415,000.00	1,739,475.00	4,154,475.00	4,892,025.02	737,550.02
03/01/2027	2,550,000.00	1,606,650.00	4,156,650.00	4,898,825.02	742,175.02
03/01/2028	2,690,000.00	1,466,400.00	4,156,400.00	4,895,450.00	739,050.00
03/01/2029	2,835,000.00	1,318,450.00	4,153,450.00	4,895,600.00	742,150.00
03/01/2030	2,995,000.00	1,162,525.00	4,157,525.00	4,898,812.50	741,287.50
03/01/2031	3,165,000.00	997,800.00	4,162,800.00	4,904,625.02	741,825.02
03/01/2032	3,345,000.00	823,725.00	4,168,725.00	4,912,575.00	743,850.00
03/01/2033	3,500,000.00	673,200.00	4,173,200.00	4,912,200.00	739,000.00
03/01/2034	3,650,000.00	515,700.00	4,165,700.00	4,908,400.00	742,700.00
03/01/2035	3,820,000.00	351,450.00	4,171,450.00	4,915,575.00	744,125.00
03/01/2036	3,990,000.00	179,550.00	4,169,550.00	4,912,775.00	743,225.00
Total	**$49,275,000.00**	**$25,498,445.41**	**$74,769,014.63**	**$88,100,325.08**	**$13,331,310.45**

Estimated total savings is reduced by $3.3 million[11]

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Key Dates

- December 1 – January 7: Legal Document and POS Preparation
- January 12: Lawsuit must be resolved by this date to move forward with the March 1, 2018 redemption
- January 17: City Council Approval
- Week of January 8: Rating Presentation
- January 19: Rating Due
- January 30: Deadline for Bond Sale and Call Notice
- February 21: Close Financing

WEIST LAW *Providing Strength, Ingenuity and Sophistication*

December 11, 2017

Mr. Daniel Buffalo
Finance Director
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Re: Impact of Litigation on Potential Refunding of 2006 Revenue Bonds

Dear Mr. Buffalo,

In connection with the proposed refunding (the "Refunding") by the City of Ukiah (the "City") of the outstanding principal amount of 2006 Water and Wastewater Revenue Bonds, Series A (the "2006 Bonds") issued by the Association of Bay Area Governments (the "Authority") on March 2, 2006, you have asked our firm to provide a preliminary assessment of the impacts that the litigation by the Ukiah Valley Sanitation District (the "District") against the City (the "Litigation") may have on a potential Refunding of the 2006 Bonds.

The most obvious impact of the Litigation is the weakened credit of the transaction. Rating agencies will view the Litigation as a "credit negative" to the final rating on any bonds issued for the Refunding (the "Refunding Bonds"). Even a 1 notch downgrade of the final rating will result in increased costs to the ratepayers, directly corresponding to the rating differential between what the rating would have been without the pending Litigation vs what it will be with the pending Litigation.

A related impact is the onerous disclosure that will be required for the official statement. As disclosure counsel, we are responsible for preparing the official statement for the Refunding Bonds. One of our primary responsibilities will be to disclose all material facts surrounding the Refunding transaction such that the statements in the official statement are not misleading. The pending Litigation, if not favorably resolved, will be a material fact that will need to be adequately addressed in the official statement. Separate and apart from the rating downgrade discussed in the paragraph above, (i) potential investors of the Refunding Bonds will take into consideration the pending Litigation disclosure as a significant factor in their investment decision, and (ii) potential bond insurers will take into consideration the pending Litigation disclosure as a significant factor in their decision as to whether or not they will agree to provide bond insurance or a reserve surety for the Refunding Bonds.

Respectfully submitted,

THE WEIST LAW FIRM

By:_____
Cameron A. Weist, Esq.

THE WEIST LAW FIRM • 20 South Santa Cruz Avenue, Suite 300 • Los Gatos, California 95030
PHONE (831) 438-7900 • FAX (831) 438-7901 • www.WeistLaw.com

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CREDIT OPINION
17 January 2017

Update

Rate this Research

Contacts

Steven Goodman-Leibof 415-274-1723
Associate Analyst
steven.goodman-leibof@moodys.com

Helen Cregger 415-274-1720
VP-Sr Credit Officer
helen.cregger@moodys.com

Ukiah (City of), CA Sewer Enterprise

Rating Update – Moody's affirms Ukiah, CA's Baa2 rating on its outstanding wastewater revenue bonds.

Summary Rating Rationale

Moody's Investors Service has affirmed the Baa2 rating on the City of Ukiah CA's Sewer Enterprise revenue bonds, affecting $64.9 million in debt outstanding. The bonds are secured by net revenues of the sewer system and a cash-funded debt service reserve fund sized at maximum annual debt service (MADS).

The Baa2 rating reflects the potential risks regarding the uncertainty of the outcome of litigation and payment disputes between the city and its largest payer and the impact to the city's financial position and planning ability. The rating also reflects the adequate debt service coverage by net system revenues, which has recovered after repeated reliance on rate stabilization fund transfers to meet the rate covenant, and our expectation that in the near-term the city will meet its rate covenant without the need for further transfers. The rating favorably incorporates the strong available reserve levels and the stability of the customer base.

Credit Strengths

» Strong available cash levels

» Good current asset condition

» Stable customer base

Credit Challenges

» Ongoing litigation with Sanitation District

» Traditionally narrow debt service coverage

» Rural service area with very little planned development

Rating Outlook

Outlooks are typically not assigned to credits with this amount of debt outstanding.

Factors that Could Lead to an Upgrade

» Favorable resolution of the litigation

» Further improvement in debt service coverage

» Return of ability to effectively budget and raise rates

Factors that Could Lead to a Downgrade

» Unfavorable resolution of the litigation

» Deterioration of the system's coverage and cash position

» Continuation of difficulty with rate raising and budgeting

Key Indicators

Exhibit 1

Ukiah (City of) CA Sewer Enterprise						
System Characteristics						
Asset Condition (Net Fixed Assets / Annual Depreciation)	43 years					
System Size - O&M (in $000s)	3,328					
Service Area Wealth: MFI % of US median	81.2%					
Legal Provisions						
Rate Covenant (x)	1.20					
Debt Service Reserve Requirement	DSRF funded at MADS					
Financial Strength						
	2011	2012	2013	2014	2015	
Operating Revenue ($000)	8,279	9,184	9,006	8,833	9,264	
O&M ($000)	3,018	3,046	3,550	3,190	3,328	
Long-Term Debt ($000)	73,866	71,837	69,736	67,564	65,310	
Annual Debt Service Coverage (x)	1.04	1.30	1.05	1.10	1.16	
Cash on Hand	1777 days	2029 days	1558 days	1761 days	1715 days	
Debt to Operating Revenues (x)	8.9x	7.8x	7.7x	7.6x	7.0x	

Source: City of Ukiah, CA and Moody's Investors Service

Recent Developments

Detailed Rating Considerations

Service Area and System Characteristics: Small Rural System Run by Two Entities

The customer base encompasses two distinct, legally separate but functionally and financially integrated entities that together make up the system. The larger of the two is the City of Ukiah located in the northern coastal region in Mendocino County, approximately 100 miles north of San Francisco. The local economy is primarily driven by agriculture, which contributes to the city's below average wealth levels with median family income at 81.2% of the US. The smaller entity is the Ukiah Valley Sanitation District (the district) which serves the unincorporated area adjacent to the City of Ukiah. Given the rural nature of the system, future growth in the number of accounts is expected be modest. The district owns a collection and transmission system within its service area but the city provides treatment and disposal into the Russian River. The city's portion of the system is operated by the water and sewer department with budget approval and rate setting done by the city council. The district is governed by a 5 member independent board and has its own rate setting power independent of the city. In 2015, the district accounted for approximately 46% of service charges.

The city and the district have a Participation Agreement to assure that the customers within the district bear their proportional share of operating and capital costs. According to the Agreement, the unified system-wide budget is set annually with the participation of the city and the district, and all operating costs are allocated proportionally and rates are set accordingly. Pursuant to the Agreement, the city and the district agreed that the city will operate the wastewater system as a unified system, and the city is responsible for billing

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the ratings tab on the issuer/entity page on www.moodys.com for the most updated credit rating action information and rating history.

and collection for all city and district customers. Payments made under the Participation Agreement are pledged to the bonds, and the district cannot terminate the participation agreement so long as any bonds remain outstanding.

Uncertainty Regarding Outcome of Litigation Between the City and District

In September 2013, the city received a claim from the district seeking $16 million, alleging that the city overcharged the district for services provided and that the city had materially breached the various Agreements dating back to 1955, as well as the Participation Agreement and the Financing Agreement. The city rejected the claim as it was not filed within one year of the breach. In October 2013, the district filed a lawsuit seeking more than $28 million in restitution. This is a sizeable amount when compared to the $9.4 million in gross revenues of the city sewer fund in fiscal 2015. The city and district attempted to utilize mediation to resolve the issue, however this was unsuccessful. The city and the district are scheduled to appear before a judge on January 26, 2017 for a case management conference to set a date for trial.

Due to the ongoing litigation, the city and district have been unable to come together to develop a 2017 budget, leaving the system to operate under the same appropriations as in fiscal year 2016. Management has stated that the City Council intends to adopt a 2017 budget for the sewer enterprise without cooperation from the district at its meeting on January 18, 2017. The City has also been unable to complete a rate study and is currently operating under the sewer rates that took effect July 1, 2014. District fixed charges have remained the same since fiscal year 2011, while consumption charges were last increased 20% for fiscal year 2015. We have taken these factors into account at the current rating level. The outcome and its potential impact to the utility's financial position is still unknown, which we view as a credit risk. Moody's considers this litigation a major credit factor that has been taken into account for the purposes of this analysis. We will continue to monitor the situation and its credit impact.

Debt Service Coverage and Liquidity: Adequate Debt Service Coverage; Strong Liquidity Position

The system has traditionally maintained relatively narrow debt service coverage. After relying on transfers from the rate stabilization fund in 2012 and 2013, the system did not require transfers and 2014 or 2015. Management does not expect to have to make stabilization fund transfers to cover its rate covenant in the near-term. Despite rate increases of 15.3% in fiscal 2013, 6.5% in fiscal 2014 and 3.4% in 2015, gross operating revenues have remained at similar levels over the last three years, owing largely to a dispute with the district's reimbursement of operating costs with the district refusing to pay depreciation costs. The stalled rate study required sewer rates for 2016 and will require 2017 rates to remain at the same as fiscal year 2015, the last rate increase that was instituted. The inability of the system to raise rates as needed is a credit negative that could potentially put downward pressure on the credit.

The rate covenant under the installment agreement is 1.2 times annual debt service based on total net revenues of the sewer system and allows for transfers from a rate stabilization fund in the calculation. In fiscal 2015, debt service coverage on a net revenue basis was 1.16 times according to the city's audited financials, however, actual debt service coverage is greater due to the pledge of system-wide revenues that include revenues received by the district. After accounting for the net revenues received by the district in addition to the revenues received by the city, actual debt service coverage increases to an adequate 1.39 times. According to management, debt service coverage levels will remain at similar levels in 2016. City management is projecting debt service coverage to remain above the 1.2x rate covenant going forward despite the constrained operating environment. A return to a situation that requires transfers to meet the rate covenant could put pressure on the system's credit profile.

LIQUIDITY

Balancing the traditionally narrow debt service coverage is the fact that the system has very strong liquidity. The system has unrestricted cash of $15.6 million which is equal to 1715 days of cash on hand, and its net working capital was equal to more than 487% of operating and maintenance expenditures in fiscal 2015. The system has $2.9 million remaining in its rate stabilization fund that can be used should debt service coverage drop below the rate covenant. This strong liquidity position offers a degree of protection and should mitigate potential risks associated with the lawsuit.

Debt and Legal Covenants: High Debt Ratio and Adequate Legal Provisions

As of the end of fiscal 2015, the system's outstanding debt of $65.3 million equates to a high 67.9% debt ratio. Of this amount, approximately $400,000 is parity debt from a state loan that was fully paid off in fiscal year 2016. Principal amortization is below average with 38.9% of principal repaid within ten years. However, management has stated that the overall system condition is good, and they have no plans to issue additional debt.

The legal provisions for the bonds are adequate. Under the Installment Sale Agreement, the city is responsible for installment payments and is obliged to adhere to a Rate Covenant of 1.2 times annual debt service and a 1.2 times Additional Bonds Test. The Debt Service Reserve requirement is Maximum Annual Debt Service, and is cash-funded. The district is not a party to the Installment Sale Agreement. In conjunction with issuance of the revenue bonds, the city and the district entered into a Financing Agreement that assures that the district will adhere to all of the legal provisions of this transaction, including the Rate Covenant. The Financing Agreement also states that as long as the Bonds remain outstanding, the city and the district will not cancel the Participation Agreement or permit the Participation Agreement to terminate.

DEBT STRUCTURE

All of the system's wastewater debt is fixed-rate.

DEBT-RELATED DERIVATIVES

The system does not have any debt related derivatives.

PENSIONS AND OPEB

Pension costs are about 8% of expenditures and do not constitute a significant credit factor. The city does not offer OPEB.

Management and Governance

Rate setting, budget approval and capital planning are heavily constrained due to the necessity for cooperation between the district and the city. We expect the system to continue to have constraints on its ability to budget, plan and raise rates in the near to medium term as the litigation goes to trial.

Legal Security

The sewer revenue bonds are secured by installment sale payments made by the city from net revenues of the wastewater system. The final maturity is 2036.

Use of Proceeds

Not applicable.

Obligor Profile

Serving the City of Ukiah and the unincorporated area surrounding the city through the Ukiah Valley Sanitation District the system provides sewage collection, transportation and treatment at the City of Ukiah Wastewater Treatment Plant. The system serves roughly 7,000 customer accounts.

Methodology

The principal methodology used in this rating was US Municipal Utility Revenue Debt published in December 2014. Please see the Rating Methodologies page on www.moodys.com for a copy of this methodology.

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Contacts

Helen Cregger 415-274-1720
VP-Sr Credit Officer
helen.cregger@moodys.com

Steven Goodman-Leibof 415-274-1723
Associate Analyst
steven.goodman-leibof@moodys.com

CLIENT SERVICES

Americas	1-212-553-1653
Asia Pacific	852-3551-3077
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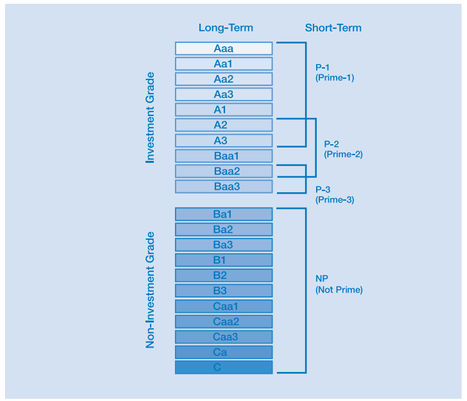

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Aaa	Obligations rated Aaa are judged to be of the highest quality, with minimal risk.
Aa	Obligations rated Aa are judged to be of high quality and are subject to very low credit risk.
A	Obligations rated A are considered upper-medium-grade and are subject to low credit risk.
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Ca	Obligations rated Ca are highly speculative and are likely in, or very near, default, with some prospect of recovery in principal and interest.
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A	Banks rated A possess superior intrinsic financial strength. Typically, they will be institutions with highly valuable and defensible business franchises, strong financial fundamentals, and a very predictable, stable operating environment.
B	Banks rated B possess strong intrinsic financial strength. Typically, they will be institutions with valuable and defensible business franchises, good financial fundamentals, and a predictable and stable operating environment.
C	Banks rated C possess adequate intrinsic financial strength. Typically, they will be institutions with more limited but still valuable business franchises. These banks will display either acceptable financial fundamentals within a predictable and stable operating environment, or good financial fundamentals within a less predictable and stable operating environment.
D	Banks rated D display modest intrinsic financial strength, potentially requiring some outside support at times. Such institutions may be limited by one or more of the following factors: a weak business franchise; financial fundamentals that are deficient in one or more respects; or an unpredictable and unstable operating environment.
E	Banks rated E display very modest intrinsic financial strength, with a high likelihood of periodic outside support or an eventual need for outside assistance. Such institutions may be limited by one or more of the following factors: a weak and limited business franchise; financial fundamentals that are materially deficient in one or more respects; or a highly unpredictable or unstable operating environment.

Types of Ratings

Long-Term Debt Ratings

Opinions of relative credit risk of fixed-income obligations with an original maturity of one year or more. These ratings address the possibility that a financial obligation will not be honored as promised. Such ratings reflect both the likelihood of default and any financial loss suffered in the event of default.

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Issuer Ratings

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- a single class of debt
- a single consolidated legal entity structure.

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Bank Financial Strength Ratings Opinions of a bank's intrinsic safety and soundness and, as such, exclude certain external credit risks and credit support elements that are addressed by Moody's Bank Deposit Ratings.

Insurance Financial Strength Ratings

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City of Ukiah

2006 Wastewater Revenue Bonds Refinancing Discussion

2006 Bonds

- $75.06 million 2006 Bonds issued on March 2, 2006
  - 67.7% of Proceeds funded Rehabilitation to existing facilities
    - Rehabilitation share allocation: City-52.5% / District-47.5%
  - 33.3% of Proceeds funded Increased Capacity
    - Increased Capacity share allocation: City-35.0% / District-65.0%:
  - Overall Annual Payment share: City-46.67% / District-53.33%
  - Final maturity: March 1, 2036
  - Annual Debt Service: approx. $4.87 - $4.91 million
  - Existing Interest Rate: 4.45%
  - Remaining Principal Amount: $60.91 million
  - Current Rating: Baa2 (Moody's, January 17, 2017)
- Current market interest rates are approximately 3.00%

2006 Bonds' Redemption Provisions

- 2006 Bonds are callable on interest payment dates only
  - March 1 and September 1
- City must notify bondholders 30+ days prior to redemption
- Proposed House and Senate tax reform bills eliminate ability to advance refund bonds
  - Bonds must be redeemed within 90 days of closing
- Impact on Refunding of 2006 Bonds:
  - If the 2006 Bonds are not called in January 2018, the next "window" that they may be called will be June through July, 2018 for a redemption on September 1, 2018

Assumptions to Refinancing Scenarios

- Basic Assumptions
  - Refinance all outstanding principal with same March 1, 2036 final maturity
  - Per IRS Tax Rules, unspent project funds (~$4.7mm) must be used to reduce the principal amount of refunding bonds
- Scenario 1 (March 1, 2018 Redemption): Lawsuit is withdrawn
  - Use current market interest rates for insured "A/A2" underlying rated wastewater revenue bonds
  - Surety reserve policy in place of a cash funded debt service reserve fund
- Scenario 2 (March 1, 2018 Redemption): Lawsuit remains outstanding and able to purchase of bond insurance
  - Use current market interest rates for insured "BBB/Baa2" underlying rated wastewater revenue bonds
  - Surety reserve policy in place of a cash funded debt service reserve fund
- Scenario 3 (March 1, 2018 Redemption): Lawsuit remains outstanding and prevents the purchase of bond insurance
  - Use current market interest rates for uninsured "BBB/Baa2" rated wastewater revenue bonds
  - Cash funded debt service reserve fund
- Scenario 4 (September 1, 2018 Redemption): Lawsuit prevents 2006 Bonds from being refinanced in timely manner and/or at advantageous interest rates
  - Assumes lawsuit is withdrawn or resolved prior to refinancing
  - Provide redemption notice prior August 2, 2018
  - Add 0.50% to current interest rates used in Scenario 1
    - Federal Reserve Bank raises interest rates by one quarter-point (0.25%) last week; Bloomberg's most recent survey of economists resulted in a median forecast of three one quarter-point (0.25%) Fed rate hikes (or 0.75% total) in 2018
  - Surety reserve policy in place of a cash funded debt service reserve fund

Moody's Report (January 17, 2017) Summary

Ukiah (City of), CA Sewer Enterprise

Rating Update – Moody's affirms Ukiah, CA's Baa2 rating on its outstanding wastewater revenue bonds.

Summary Rating Rationale

Moody's Investors Service has affirmed the Baa2 rating on the City of Ukiah CA's Sewer Enterprise revenue bonds, affecting $64.9 million in debt outstanding. The bonds are secured by net revenues of the sewer system and a cash-funded debt service reserve fund sized at maximum annual debt service (MADS).

The Baa2 rating reflects the potential risks regarding the uncertainty of the outcome of litigation and payment disputes between the city and its largest payer and the impact to the city's financial position and planning ability. The rating also reflects the adequate debt service coverage by net system revenues, which has recovered after repeated reliance on rate stabilization fund transfers to meet the rate covenant, and our expectation that in the near-term the city will meet its rate covenant without the need for further transfers. The rating favorably incorporates the strong available reserve levels and the stability of the customer base.

Moody's Report (January 17, 2017) Summary

Credit Strengths

- Strong available cash levels
- Good current asset condition
- Stable customer base

Credit Challenges

- Ongoing litigation with Sanitation District
- Traditionally narrow debt service coverage
- Rural service area with very little planned development

Rating Outlook

- Outlooks are typically not assigned to credits with this amount of debt outstanding.

Factors that Could Lead to an Upgrade

- Favorable resolution of the litigation
- Further improvement in debt service coverage
- Return of ability to effectively budget and raise rates

Factors that Could Lead to a Downgrade

- Unfavorable resolution of the litigation
- Deterioration of the system's coverage and cash position
- Continuation of difficulty with rate raising and budgeting

Summary of Scenarios

- Savings is reduced by $2.4 million if the lawsuit is outstanding and the City can obtain bond insurance
  - There is a distinct possibility that bond insurance will be unobtainable
- Savings is reduced by $4.5 million if bond insurance cannot be obtained
  - Investors would likely require a $4+ million cash funded reserve fund, further reducing savings
- If the refunding is delayed until a September 1, 2018 redemption savings is reduced by $4.0 million

Total Savings					
Scenarios	Average Interest Rate	City	District	Total	Variance from Scenario 1
March 1, 2018 Redemption (No Lawsuit)	2.95%	$7,790,975	$8,903,074	$16,694,048	N/A
March 1, 2018 Redemption (w/Lawsuit & Insurance)	3.34%	$6,671,264	$7,625,969	$14,297,233	($2,396,815)
March 1, 2018 Redemption (w/Lawsuit & No Insurance)	3.49%	$5,703,279	$6,519,459	$12,222,738	($4,471,310)
September 1, 2018 Redemption (No Lawsuit, 0.5% Rise)	3.45%	$5,942,955	$6,791,305	$12,734,260	($3,959,788)

Scenario 1:
March 1, 2018 Redemption, No Lawsuit, w/Insurance

Date	Principal	Interest	New Net D/S	Old D/S	Savings
03/01/2019	$1,765,000	2,178,432.82	3,943,432.82	4,867,300.00	923,867.18
03/01/2020	$1,905,000	2,048,956.26	3,953,956.26	4,877,375.00	923,418.74
03/01/2021	$1,975,000	1,972,756.26	3,947,756.26	4,870,475.00	922,718.74
03/01/2022	$2,085,000	1,874,006.26	3,959,006.26	4,879,750.00	920,743.74
03/01/2023	$2,185,000	1,769,756.26	3,954,756.26	4,881,250.00	926,493.74
03/01/2024	$2,300,000	1,660,506.26	3,960,506.26	4,887,937.50	927,431.24
03/01/2025	$2,420,000	1,545,506.26	3,965,506.26	4,889,375.02	923,868.76
03/01/2026	$2,540,000	1,424,506.26	3,964,506.26	4,892,025.02	927,518.76
03/01/2027	$2,670,000	1,297,506.26	3,967,506.26	4,898,825.02	931,318.76
03/01/2028	$2,800,000	1,164,006.26	3,964,006.26	4,895,450.00	931,443.74
03/01/2029	$2,940,000	1,024,006.26	3,964,006.26	4,895,600.00	931,593.74
03/01/2030	$3,095,000	877,006.26	3,972,006.26	4,898,812.50	926,806.24
03/01/2031	$3,250,000	722,256.26	3,972,256.26	4,904,625.02	932,368.76
03/01/2032	$3,420,000	559,756.26	3,979,756.26	4,912,575.00	932,818.74
03/01/2033	$3,525,000	457,156.26	3,982,156.26	4,912,200.00	930,043.74
03/01/2034	$3,630,000	351,406.26	3,981,406.26	4,908,400.00	926,993.74
03/01/2035	$3,750,000	237,968.76	3,987,968.76	4,915,575.00	927,606.24
03/01/2036	$3,865,000	120,781.26	3,985,781.26	4,912,775.00	926,993.74
Total	**$50,120,000**	**$21,286,276.74**	**$71,406,276.74**	**$88,100,325.08**	**$16,694,048.34**

Estimated total savings

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Scenario 2:
March 1, 2018 Redemption, w/Lawsuit, w/Insurance

Date	Principal	Interest	New Net D/S	Old D/S	Savings
03/01/2019	$1,655,000	2,425,041.67	4,080,041.67	4,867,300.00	787,258.33
03/01/2020	$1,795,000	2,293,300.00	4,088,300.00	4,877,375.00	789,075.00
03/01/2021	$1,855,000	2,221,500.00	4,076,500.00	4,870,475.00	793,975.00
03/01/2022	$1,960,000	2,128,750.00	4,088,750.00	4,879,750.00	791,000.00
03/01/2023	$2,055,000	2,030,750.00	4,085,750.00	4,881,250.00	795,500.00
03/01/2024	$2,165,000	1,928,000.00	4,093,000.00	4,887,937.50	794,937.50
03/01/2025	$2,275,000	1,819,750.00	4,094,750.00	4,889,375.02	794,625.02
03/01/2026	$2,390,000	1,706,000.00	4,096,000.00	4,892,025.02	796,025.02
03/01/2027	$2,520,000	1,586,500.00	4,106,500.00	4,898,825.02	792,325.02
03/01/2028	$2,640,000	1,460,500.00	4,100,500.00	4,895,450.00	794,950.00
03/01/2029	$2,770,000	1,328,500.00	4,098,500.00	4,895,600.00	797,100.00
03/01/2030	$2,915,000	1,190,000.00	4,105,000.00	4,898,812.50	793,812.50
03/01/2031	$3,065,000	1,044,250.00	4,109,250.00	4,904,625.02	795,375.02
03/01/2032	$3,225,000	891,000.00	4,116,000.00	4,912,575.00	796,575.00
03/01/2033	$3,385,000	729,750.00	4,114,750.00	4,912,200.00	797,450.00
03/01/2034	$3,550,000	560,500.00	4,110,500.00	4,908,400.00	797,900.00
03/01/2035	$3,740,000	383,000.00	4,123,000.00	4,915,575.00	792,575.00
03/01/2036	$3,920,000	196,000.00	4,116,000.00	4,912,775.00	796,775.00
Total	**$47,880,000**	**$25,923,091.67**	**$73,803,091.67**	**$88,100,325.08**	**$14,297,233.41**

Estimated total savings is reduced by $2.4 million compared to Scenario 1

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Scenario 3:
March 1, 2018 Redemption, w/Lawsuit, No Insurance

Date	Principal	Interest	Reserve Fund	Net New D/S	Old D/S	Savings
03/01/2019	$1,635,000	2,638,356.95	(86,565.00)	4,186,791.95	4,867,300.00	680,508.05
03/01/2020	$1,785,000	2,501,650.00	(86,565.00)	4,200,085.00	4,877,375.00	677,290.00
03/01/2021	$1,845,000	2,430,250.00	(86,565.00)	4,188,685.00	4,870,475.00	681,790.00
03/01/2022	$1,950,000	2,338,000.00	(86,565.00)	4,201,435.00	4,879,750.00	678,315.00
03/01/2023	$2,050,000	2,240,500.00	(86,565.00)	4,203,935.00	4,881,250.00	677,315.00
03/01/2024	$2,155,000	2,138,000.00	(86,565.00)	4,206,435.00	4,887,937.50	681,502.50
03/01/2025	$2,265,000	2,030,250.00	(86,565.00)	4,208,685.00	4,889,375.02	680,690.02
03/01/2026	$2,385,000	1,917,000.00	(86,565.00)	4,215,435.00	4,892,025.02	676,590.02
03/01/2027	$2,510,000	1,797,750.00	(86,565.00)	4,221,185.00	4,898,825.02	677,640.02
03/01/2028	$2,630,000	1,672,250.00	(86,565.00)	4,215,685.00	4,895,450.00	679,765.00
03/01/2029	$2,760,000	1,540,750.00	(86,565.00)	4,214,185.00	4,895,600.00	681,415.00
03/01/2030	$2,905,000	1,402,750.00	(86,565.00)	4,221,185.00	4,898,812.50	677,627.50
03/01/2031	$3,055,000	1,257,500.00	(86,565.00)	4,225,935.00	4,904,625.02	678,690.02
03/01/2032	$3,215,000	1,104,750.00	(86,565.00)	4,233,185.00	4,912,575.00	679,390.00
03/01/2033	$3,375,000	944,000.00	(86,565.00)	4,232,435.00	4,912,200.00	679,765.00
03/01/2034	$3,540,000	775,250.00	(86,565.00)	4,228,685.00	4,908,400.00	679,715.00
03/01/2035	$3,730,000	598,250.00	(86,565.00)	4,241,685.00	4,915,575.00	673,890.00
03/01/2036	$8,235,000	411,750.00	(4,414,815.00)	4,231,935.00	4,912,775.00	680,840.00
Total	**$52,025,000**	**$29,739,006.95**	**(5,886,420.00)**	**$75,877,586.95**	**$88,100,325.08**	**$12,222,738.13**

Cash funded Reserve Fund and earnings offset

Estimated total savings is reduced by $4.5 million compared to Scenario 1

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Scenario 4:
September 1, 2018 Redemption, No Lawsuit, w/Insurance

Date	Principal	Interest	New D/S	Old D/S	Savings
03/01/2019	$2,425,000	1,741,285.00	4,162,559.18	4,867,300.00	704,740.82
03/01/2020	$1,850,000	2,320,575.00	4,170,575.00	4,877,375.00	706,800.00
03/01/2021	$1,930,000	2,237,325.00	4,167,325.00	4,870,475.00	703,150.00
03/01/2022	$2,045,000	2,131,175.00	4,176,175.00	4,879,750.00	703,575.00
03/01/2023	$2,160,000	2,018,700.00	4,178,700.00	4,881,250.00	702,550.00
03/01/2024	$2,280,000	1,899,900.00	4,179,900.00	4,887,937.50	708,037.50
03/01/2025	$2,410,000	1,774,500.00	4,184,500.00	4,889,375.02	704,875.02
03/01/2026	$2,545,000	1,641,950.00	4,186,950.00	4,892,025.02	705,075.02
03/01/2027	$2,690,000	1,501,975.00	4,191,975.00	4,898,825.02	706,850.02
03/01/2028	$2,835,000	1,354,025.00	4,189,025.00	4,895,450.00	706,425.00
03/01/2029	$2,990,000	1,198,100.00	4,188,100.00	4,895,600.00	707,500.00
03/01/2030	$3,155,000	1,033,650.00	4,188,650.00	4,898,812.50	710,162.50
03/01/2031	$3,335,000	860,125.00	4,195,125.00	4,904,625.02	709,500.02
03/01/2032	$3,525,000	676,700.00	4,201,700.00	4,912,575.00	710,875.00
03/01/2033	$3,650,000	553,325.00	4,203,325.00	4,912,200.00	708,875.00
03/01/2034	$3,770,000	425,575.00	4,195,575.00	4,908,400.00	712,825.00
03/01/2035	$3,915,000	288,912.50	4,203,912.50	4,915,575.00	711,662.50
03/01/2036	$4,055,000	146,993.76	4,201,993.76	4,912,775.00	710,781.24
Total	**$51,565,000**	**$23,804,791.26**	**$75,366,065.44**	**$88,100,325.08**	**$12,734,259.64**

Estimated total savings is reduced by $4.0 million compared to Scenario 1

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Key Dates

- December 1 – January 7: Legal Document and POS Preparation
- Week of January 8: Rating Presentation
- January 12: Lawsuit must be resolved by this date to move forward with the March 1, 2018 redemption
- January 17: City Council Approval
- January 19: Rating Due
- January 30: Deadline for Bond Sale and Call Notice
- February 21: Close Financing

Agenda Item No.: 13a

MEETING DATE/TIME: 12/20/2017

PEAK ITEM NO: COU-239-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Consideration of a Restructuring Proposal for the Community Development Department and Corresponding Budget Amendment

DEPARTMENT: Community Development **PREPARED BY:** Craig Schlatter

ATTACHMENTS:

Attachment 1 - Associate Planner - Housing Job Description

Attachment 2 - Building Inspector Job Description

Attachment 3 - Community Development Technician Job Description

Summary: The Council will receive and consider a recommended proposal to restructure the organization and position allocation of the Community Development Department.

Background: In the years since the economic recovery, the Community Development Department (formerly, the Community Development and Planning Department) has experienced significant growth in the number of planning projects and building permit applications. In addition to its Planning and Building Divisions, the Department has taken on management of a new Housing Division and is administering housing, community and economic development grants and programs, while also implementing a new housing strategy. Work production required to accomplish the core duties of the department, combined with inadequate staffing, has

RECOMMENDED ACTION: Approve Community Development Department restructuring proposal and corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: $43,525 FY 17-18 Personnel 10023100.51110 for Associate Planner - Housing; $40,785 FY 17-18 Personnel 10023320.51110 for Building Inspector; $15,000 FY 17-18 Building Permit Fees 10023300.42210; $15,000 FY 17-18 CDBG General Admin Transfer 60600000.43301

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Daniel Buffalo, Finance Director; Sheri Mannion, Human Resources Director; Daphine Harris, Management Analyst

Approved: Sage Sangiacomo, City Manager

sometimes placed strain on team members and degraded morale. Improvements to department systems that are both needed and desired by team members to modernize the department, increasing effectiveness and efficiency, have not been possible. All of this has resulted in compromised service delivery and heavy reliance on outside consultants, particularly in the planning and building divisions. Many of these consultants, especially for the building division, are often based outside Mendocino County.

As part of an effort to analyze the effectiveness of the department to meet both current and future responsibilities, as well as maximize customer service in all three divisions, a review of the department's organizational structure has been completed. The intent of the review was to better serve and support the Department's customers – the community, including developers, owner/builders, and contractors, the City Council/Planning Commission, City Manager, and other departments – while effectively utilizing current resources and planning for growth and succession.

Discussion: The objective of this review was to determine how the Department could best be structured to accomplish the following:
• Seamlessly move customers through the development experience and permit process
• Address and provide solutions for the most pressing community development issues in our community including housing and economic development
• Allocate resources to maximize efficiency
• Proactively develop a succession plan for the future and fully utilize the skills and capabilities of team members.

A comprehensive approach was taken, focusing on individual team members, customer experiences, and the dynamics between the two former divisions of planning and building/code enforcement and the newest division of housing services. After meeting with Department team members as a group and individually along with input from customers, the following considerations were carefully evaluated:

• The needs of the community (businesses, developers, contractors, and residents) related to service needs/expectations from the Department
• The allocation of resources to support the Department's various functions
• Needs of other City departments, divisions, and activities
• Near and intermediate-term needs of the Department
• Current responsibilities of team members in relation to their respective classifications
• Succession planning
• The culture of the Department.

Based on this review, and with input from the entire Community Development department team, a plan to move forward meeting the aforementioned objectives was formulated, applying best management practices and building on the strong foundation already in place. The plan has been further vetted by the City Manager, Deputy City Manager, Finance Director, and Human Resources Director.

The recommendation is as follows:

1. Fully integrate the three divisions of the Department:

• Building/Building Code Enforcement Services
• Planning Services
• Housing Services.

Each division will be coordinated by a division lead and will perform specific functions; however, each will act in a support capacity to other divisions when and where needed, all with the common goal of providing the highest level of customer service and workflow management.

2

2. Add two staff positions and reclassify one existing position:

• Add one Associate Planner position, with an emphasis in Housing (Associate Planner- Housing). This position is the housing division lead and will coordinate the activities of the division. The position will be the principal implementer of all existing and new housing and community development programs and projects, including some economic development program implementation duties. The position will also assist in current and long-range planning. The salary schedule will remain unchanged at the 2735 range ($4,822.84 - $5,862.18/month). The revised job description for this position is attached as Attachment 1.

• Add a new Building Inspector to complement the City's existing Building Official Matthew Keizer. To gain depth in the building services division while also maximizing technical assistance/education to the builder community and the front counter customer experience, the Building Inspector position would be the primary building division services counter representative besides the Development Permit Coordinator. Having this position in place also eliminates the need for on-call building inspection services and allows for more direct over the counter services. The recommended salary schedule placement for this position is in the non-exempt administration/miscellaneous unit, equivalent to the 6043 range ($4,497.14 - $5,466.29/month). The revised job description and salary schedule for this position is attached as Attachment 2. Note: Candidates from the construction trades or other applicable experience will be considered for the position at a Technician level, equivalent to the 6234 range ($3,600.99-$4,377.02/month), with the requirement for certification(s) within a year.

• Reclassify the Planning and Building Technician to a Community Development Technician (Cathy Elawadly). As the Housing Division assumes greater responsibility for implementation of activities, the division will need support related to application intake, file management, updating handouts and the website, and other division program and project administration duties. Revising this position to focus on planning and housing will provide this needed support to the these two divisions. The salary schedule will remain unchanged at the 6234 range ($3,600.99 - $4,379.69). The revised job description for this position is attached as Attachment 3.

If the staffing recommendations are approved, the new Community Development Department team will consist of the following:
Community Development Director - Craig Schlatter
Planning Manager - Kevin Thompson
Building Official - Matthew Keizer
Associate Planner - Adele Phillips
Associate Planner - Housing - New (advertise/hire for position)
Building Inspector - New (advertise/hire for position)
Development Permit Coordinator - Katrina Ballard
Community Development Technician - Cathy Elawadly

Regular evaluation of these positions, the scope of service they provide, and the structure of the Department as a whole will be evaluated regularly and modified as needs evolve and team members' skills and capabilities advance.

3. Authorize a corresponding budget amendment, as follows:

Expenditures for new personnel:
$43,525; FY 17-18 Personnel 10023100.51110 - for additional Associate Planner- Housing
$40,785; FY 17-18 Personnel 10023320.51110 - for new Building Inspector
Please note: these salary estimates are fully loaded estimates based on hiring at the top step in the salary schedule. The estimates are based on five months' employment, reflecting a start date of February 1. It is not anticipated the costs for these positions will be as high as shown.
New Revenues:

$15,000; FY 17-18 Building Permit Fees 10023300.42210 (Based on half of a year)
$15,000; FY 17-18 CDBG General Admin Transfer to General Fund 60600000.43301

To plan for succession and cross training in critical functions within the Department, this restructuring would assign resources where appropriate and most effective. Monitoring of revenues versus expenditures will continuously be evaluated, including regular review and analysis of cost recovery efforts. Additional review and potential adjustment of the fee schedule may be necessary as the Department moves forward with this vision. The anticipated short- and long-term fiscal impacts of this restructuring proposal are listed below.

For Fiscal Year 2017-18: the combination of a minimum building permit fee increase, transfer of grant revenue to the General Fund, and existing building permit fee revenues will help offset the costs of two new staff positions for the remainder of the fiscal year along with the current increase in development-related fees.

For Fiscal Year 2018-19 and beyond: due to cost sharing between divisions, including new revenue from the housing division, the overall impact to the City's general fund should be nominal. Over time, as implementation services are expanded in the housing services division and additional efficiencies are realized in the building and planning services divisions, this trend should continue. The goal then from a department cost perspective is to see the quantity and quality of services increase while continuing to decrease the cost to the general fund over time.

4

JOB DESCRIPTION

ASSOCIATE PLANNER – HOUSING

(Exempt, Management Position)

DEFINITION

Under general direction of the Director of Community Development, the Associate Planner- Housing performs both current and long-range planning duties, including project review and zoning administration, as well as General Plan implementation; administers and coordinates the activities of the Housing Division which is responsible for the development, implementation and delivery of housing program activities, neighborhood enhancement programs, operations, and services to program participants funded with CDBG, HOME, and Low and Moderate Income Housing Asset Fund (LMIHAF); assists with some economic development functions; and performs related work as assigned.

EXAMPLES OF DUTIES:

These examples are intended only as illustrations of the various types of work performed in positions allocated to this class. The examples of work performed are neither restricted to nor all-encompassing of the duties to be performed under this job title. (E) Essential Duty; (M) Major Portion of Time

- Assist in organizing, implementing and monitoring CDBG, HOME, and LMIHAF housing and economic development programs. (E, M)
- Assist the Community Development Director in formulating Housing Division goals, objectives, policies, strategies, and budget. (M)
- Coordinate the processing of applications for business assistance, residential rehabilitation, public facilities, and related loans and grants. (E, M)
- Research, analyze, and interpret population, housing, social, economic and other specialized studies of the City. (E)
- Performs various types of Business Outreach and Business Retention activities.
- Interface with public service organizations (e.g., community non-profit groups) receiving CDBG funding support and performs sub recipient monitoring of all CDBG awardees to ensure compliance and performance with all applicable laws. (M)
- Respond to public inquiries received by telephone or personal contact in matters pertaining to planning, zoning, and related policies. (E)
- Interpret and apply the City Zoning Ordinances in reviewing and analyzing development proposals and in replying to public inquiries. (E)
- Assist the City's Code Enforcement Officer in interpreting the Zoning Code and recognizing and resolving code violations in the field.
- Process current planning applications, and evaluate plans and projects for code compliance and design considerations. (E)
- Prepare planning reports and develop agenda material for Planning Commission meetings. (E)
- Conduct Initial Studies and prepare basic environmental documents (Exemptions, Negative Declarations, etc.) pursuant to the California Environmental Quality Act (CEQA). (E)
- Conduct land use studies and compile data and information pertaining to planning as needed.
- Collect and record land use data and prepare base maps, zoning maps, charts, and graphs.
- Develop and implement systems and procedures to ensure the proper processing of permit applications and the issuance of use permits, variances, zone changes and architectural reviews.
- Perform field work and site visits (occasionally in extreme weather conditions) to fully comprehend, analyze and document development proposals. (E)
- Make oral presentations to the Planning Commission on a routine basis regarding planning matters and projects, and occasionally address planning issues or projects at City Council meetings. (E)

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- Represent the City and its planning policies in the community as required, and prepare reports and correspondence regarding planning matters.
- Coordinate with other City departments and other governmental agencies on planning issues and projects. (M)
- Other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles and practices of municipal planning, including building and site design.
- Applicable Federal, State, and local planning laws and regulations, including CEQA.
- Functions of other governmental agencies involved in the planning process.
- Modern office practices, procedures, equipment (computers) and techniques.

Ability to:

- Communicate clearly and concisely.
- Compose planning reports, technical studies and other planning-related documents with little supervision and editing input from supervisor(s).
- Interpret technical and legal documents related to planning.
- Operate word processing and graphic computer programs.
- Establish and maintain cooperative and productive working relationships with the public and staff; work effectively with a variety of organizations.
- Compose planning and housing reports, technical studies, and other related documents.
- Conceive, organize, and execute assigned projects with innovation and independence; develop work systems and timelines for housing and economic development projects.
- Develop, coordinate and monitor grants and assigned programs and projects.
- Develop and implement housing programs.

Experience:

- Three years professional planning experience for a local agency. Experience as both a current and long-range Planner is highly desirable.
- Professional experience in economic development or redevelopment and affordable housing programs, including work as a project manager or work in a lead capacity is recommended.

Education:

Education equivalent to a Bachelor's Degree, with major course work in Planning, Public Administration or a closely related field. Graduate degree may substitute for one year of experience.

Necessary Special Requirement:

Possession of a valid Class C California Driver's license

Salary Range

$4,822.84 - $5,862.18 per month
Grade: 2735

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JOB DESCRIPTION

BUILDING INSPECTOR

DEFINITION

Under general direction of the Director of Community Development, visually inspects buildings and structures of all occupancy groups and construction types being constructed, altered, relocated or repaired for compliance with State and City codes and ordinances; performs building plans examination on building permit applications (excluding structural engineering); performs a variety of inspections including building, plumbing, electrical, mechanical, fire and life safety; issues permits for construction of improvements in accordance with current code requirements; and answers general questions from the public and contractor community at the counter regarding codes and ordinances for building in the City of Ukiah.

EXAMPLES OF DUTIES:

These examples are intended only as illustrations of the various types of work performed in positions allocated to this class. The examples of work performed are neither restricted to nor all-encompassing of the duties to be performed under this job title. (E) Essential Duty; (M) Major Portion of Time

- Inspects buildings and similar structures to see that construction, alteration, or maintenance work complies with building codes, ordinances, and plans. (E, M)
- Assists the Building Official in maintaining applications and files associated with the building inspection function, and screens building permit applications for completeness. (E, M)
- Provides reliable and objective building code information to the general public, and to building permit applicants and/or their agents. (E, M)
- Performs building plans examinations (excluding structural engineering) on building permit applications, and ensures that all construction projects comply with local building ordinances and State building codes (Title 24 of the California Code of Regulations). (E, M)
- Maintains a high degree of proficiency in understanding and interpreting building codes, and independently remains current with all applicable building code revisions. (E)
- Assists in front counter operations. (E, M)
- Represents the department at public gatherings. (E)
- Issues appropriate permits for projects meeting codes, and posts stop work, prohibited occupancy, and hazardous conditions notices on construction sites and existing structures which fail to meet code. (E)
- Assists the Building Official and Code Enforcement Division in performing building code enforcement duties, including responding to citizen complaints, issuing violation notices, and effectively abating building code violations throughout the City. (E)
- Provides field inspection services on projects approved by the Zoning Administrator, Planning Commission, and/or City Council, and assists Planning Staff in ensuring that “Conditions of Approval” are satisfied. (E)
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- The provisions of the California Building, Housing, Plumbing, Electrical and Mechanical codes, Fire Safe Standards and related State and City codes and ordinances.
- Title 24 of the California Code of Regulations (“California Building Code”), disabled access, earthquake safety and flood plain regulations, modern building and construction materials, and their quality as it relates to State and City codes and ordinances.
- Construction methods and materials, engineering principles and practices, and building safety standards.
- All phases of construction.

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- Recordkeeping, reports, memos, and letter preparation; filing methods and records management techniques.
- Basic mathematics necessary to perform the duties of the job.

Ability to:

- Read and understand complex residential, commercial or industrial construction plans and specifications and effectively and accurately interpret building plans, contract documents, schematics, and specifications.
- Communicate building permit requirements and building plan deficiencies to builders and members of the public in a professional, articulate, and courteous manner.
- Establish and maintain effective and cooperative working relationships with builders, contractors, the general public, and City officials and employees.
- Maintain a positive and customer-service oriented demeanor with customers at the front counter, particularly in difficult situations.
- Make visual inspections, detect deviations from approved plans and specifications, and ensure compliance with State and City codes and ordinances.
- Write and speak clearly and concisely for the purpose of instructions and reports.
- Perform field inspections on new construction and remodel projects, which will include mobility in "hard hat" areas, and tight or high places.
- Compute or be familiar with the process for computing building permit fees, as derived from the Uniform Administrative Code and Building Valuation data.
- Understand local zoning requirements and conduct inspections of yard setbacks, parking spaces, fences, etc.
- Work effectively with a minimum of supervision.
- Use, or be familiar with, various electronic information systems and computer software, including Microsoft Word, Excel, and Access.
- Effectively evaluate situations and identify problems in the field and independently arrive at a reasonable and effective course of action
- Recommend proper methods of correcting building code violations in a concise and timely manner.

Experience

Experience as a Building Inspector, Construction Supervisor, Architect or closely related occupation which provides the required knowledge, skills, and abilities to perform the essential functions of the job.

Education and Certifications:

- High School diploma, or equivalent, and supplemental specialized training in plan check/review and building inspections.
- Possession of certification as a combination inspector or two or more specialty trade certificates are required within one year of appointment.

Necessary Special Requirement

- Possession of a valid Class C California Driver's license.
- Use of personal automobile for building inspections, subject to mileage reimbursement.

Salary Range

$4,497.14 - $5,466.29 per month
Grade: 6043

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JOB DESCRIPTION

COMMUNITY DEVELOPMENT TECHNICIAN

DEFINITION

Under general supervision, performs a wide variety of professional office and field work related to community development activities, projects, and programs within the City. The work consists of responsible technical and professional duties at an entry community development specialist level.

DUTIES AND RESPONSIBILITIES:

(These examples are intended only as illustrations of the various types of work performed. The examples of work performed are neither restricted to nor all-encompassing of the duties to be performed under this job title.) E= Essential Duty; M= Major Portion of Time.

- Greets and provides professional and courteous service/information to the public at the front counter, including providing basic zoning and community development information. (E) (M)
- Assists professional planners in the technical aspects of the planning process. (M)
- Intakes and assembles housing and community development application materials and creates housing and grant programs and planning permit application files for planning and community development staff. (E) (M)
- Provides current and applicable handouts and forms for those that need them. Updates community development forms and handouts as appropriate. (M)
- Operates and manages the laserfische system for the Community Development Department. (E)
- Assists with updating the website for the Community Development Department as directed. (E)
- Performs and assures proper public noticing for community development programs and projects by coordinating with the local newspaper for the publication of legal notices; posts notices on project sites, and coordinates the mailing of notices to surrounding property owners. (E)
- Assists planning division staff in preparing agenda packets for the Planning Commission and Zoning Administrator meetings. (E)
- Takes summary/action minutes at Planning Commission, Zoning Administrator and other Commission, Committee or Board meetings. Transcribes and electronically saves minutes and posts minutes on the City's website. (E)
- Gathers, compiles, and evaluates statistical and technical data related to the City's existing population, housing needs, income level, employment, etc., for use in projecting future community development needs of the City. (M)
- Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Customer relations techniques.
- General community development principles, including planning, zoning, and housing.
- Standard office clerical procedures, with emphasis on correct English grammar and spelling.
- Use of computer system and other office equipment.
- Composition standards.
- Standard formats for reports, records, agendas and minutes, and correspondence.

Ability to:

- Work in a high activity team environment.

300 SEMINARY AVENUE UKIAH, CA 95482-5400
Phone# (707) 463-6200 Fax# (707) 463-6204 Web Address: www.cityofukiah.com

DRAFT

- Demonstrate strong written and verbal communication skills.
- Learn applicable state, federal and local ordinances, laws, rules and regulations.
- Record and transcribe action minutes of various Commission, Committee and Board meetings.
- Maintain a positive and customer-service oriented demeanor with customers at the front counter, particularly in difficult situations.
- Apply logical thinking to solve problems or accomplish tasks; to understand, interpret and communicate policies, procedures and protocols.
- Research, compile, and summarize a variety of informational and statistical data and materials.
- Utilize a variety of computer software applications and/or quickly learning new software applications.
- Adapt to unfamiliar circumstances, maintain a positive approach, and find alternative solutions.
- Maintain cooperative working relationships with other City employees and the public.
- Occasionally lift and/or move up to 25 pounds.

Education and Experience: Bachelor's degree from an accredited four-year college or university; or, an Associate's Degree with two years of progressively responsible related experience; or, any combination of education, training and experience which provides the required knowledge, skills, and abilities to perform the essential functions of the job.

Necessary Special Requirement:
Possession of a valid Class C California Driver's License.

DRAFT

300 SEMINARY AVENUE UKIAH, CA 95482-5400
Phone# (707) 463-6200 Fax# (707) 463-6204 Web Address: www.cityofukiah.com

Proposal:
Community Development Department Restructuring

Craig Schlatter

Community Development Director

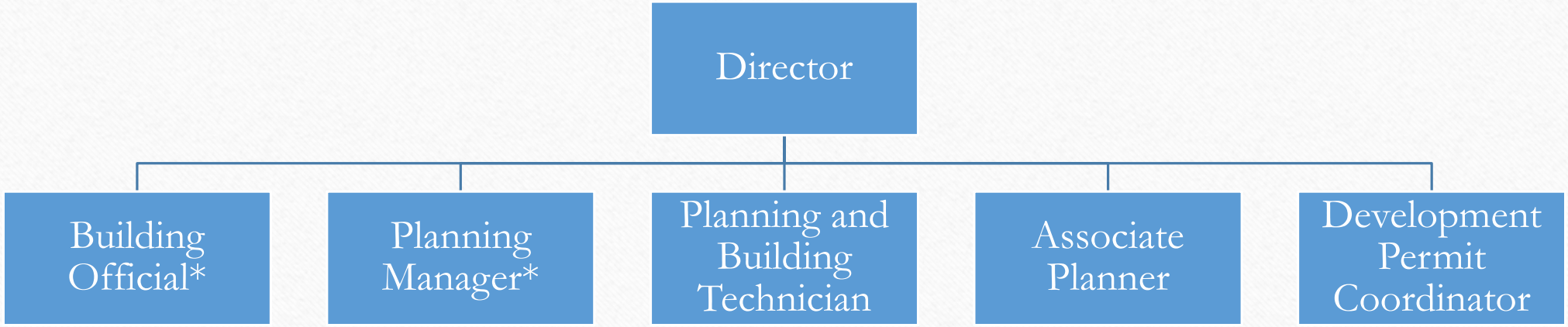
December 20, 2017

Objective

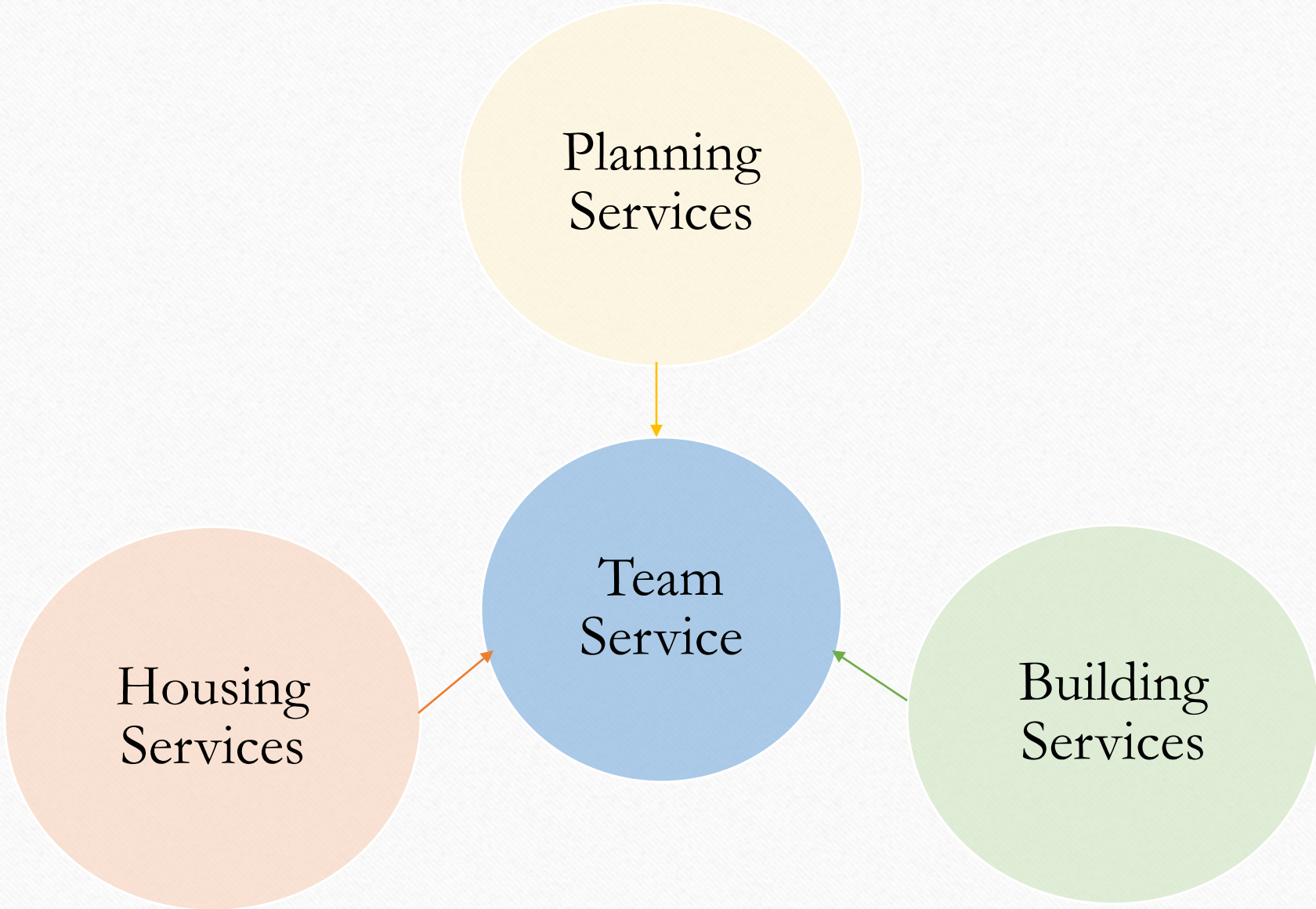
Structure department to:

1. Seamlessly move customers through the development experience.
2. Address and provide solutions for the most pressing housing and community and economic development issues in our community.
3. Allocate resources to maximize efficiency.
4. Proactively develop a succession plan for the future and fully utilize the skills and capabilities of team members.

Current Structure



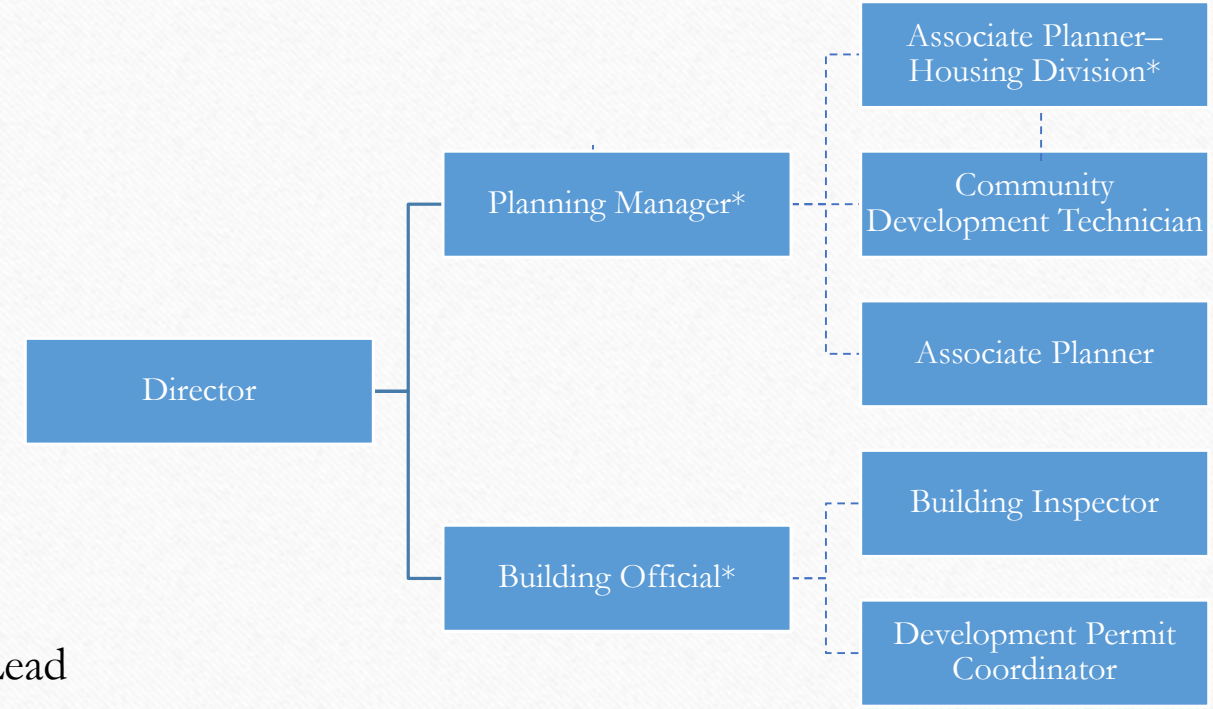
* Denotes Division Lead


Planning Services
Team Service
Housing Services
Building Services

Current Department Services (core)

Planning	Building and Code Enforcement	Housing
Current planning applications (2-4 month avg. processing time)	Building permit issuance; plan check coordination	CDBG Business Assistance loan monitoring (Economic Development)
Staff support to City Council, Planning Commission, and various committees	Counter Technical Assistance Services Monday – Thursday, 2 hours/day	Ukiah Housing Trust Fund administration; housing loans monitoring
Limited web presence, informational materials updated every 3-5 years	Code enforcement complaint-driven, based on frequency and severity	General administration activities for CDBG and HOME grants
Future General Plan update to be conducted mostly by consultants	Approximately 20% of plan checks conducted in-house (excepting structural reviews and large com./res.)	
Processing of zoning and other policy amendments as directed		

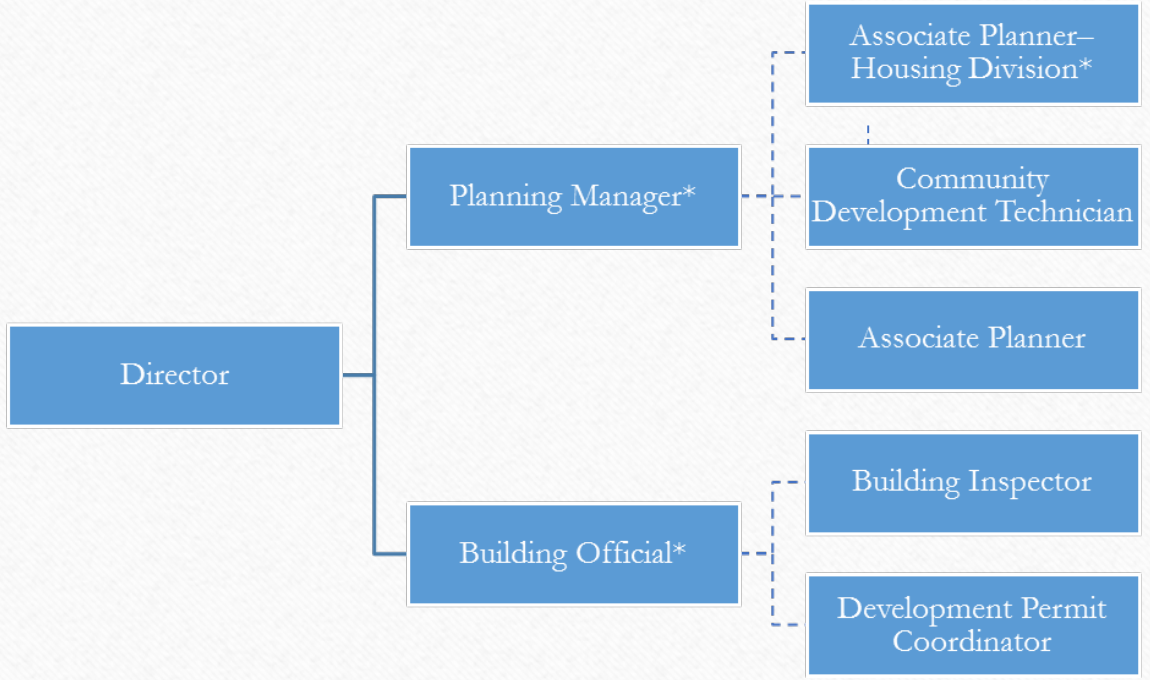
Proposed Structure

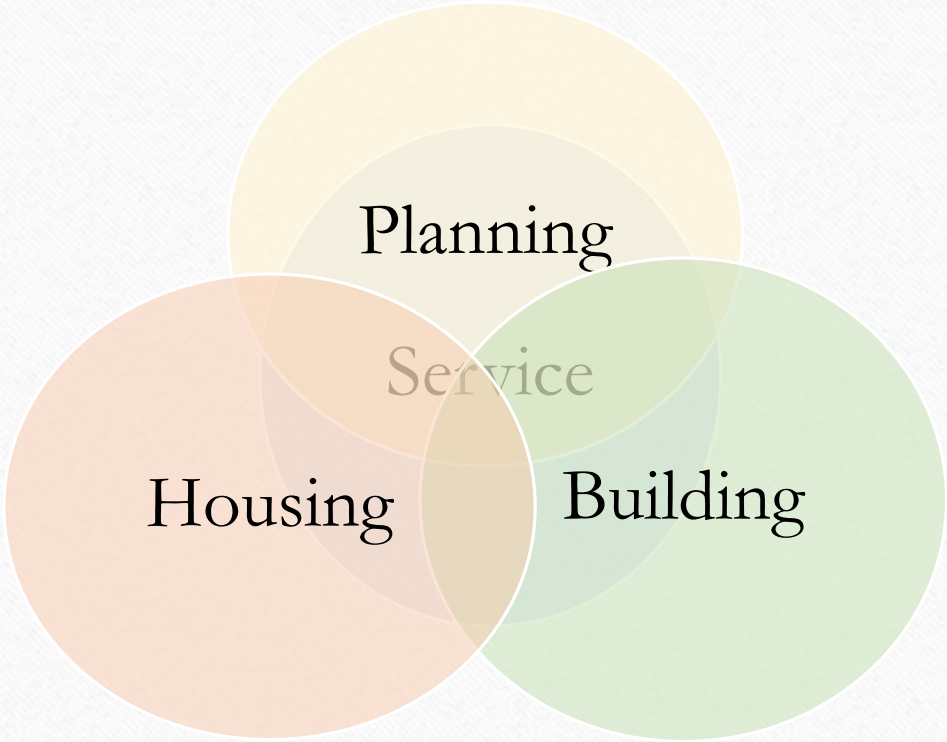


* Denotes Division Lead

Key Changes

1. Three fully integrated divisions
2. Revised classifications:
   - Building Inspector
   - Community Development Technician (formerly Planning and Building Technician)
   - Associate Planner- Housing Division
3. Intentional focus on customer service




Planning
Service
Housing
Building

Enhanced Department Services

Planning	Building and Code Enforcement	Housing
Majority of General Plan update conducted in-house; proactive community engagement services	Rapid review re-established: 1-2 days/week	Analysis and recommendations regarding current housing and business services policy and modernization updates needed
Improved current planning processing (1-2 months avg. processing time)	Online permitting for basic building permits	Housing Element reporting and implementation activities
Proactive updating of zoning and UCC for creation of housing and business opportunities	Dedicated counter technical assistance provided M-F at least 4 hours/day	Future housing and community and economic development grants preparation, administration, and implementation
Elimination of consulting services	80% plan check in-house (excepting structural reviews and large com./res.)	Ukiah Housing Trust Fund and housing programs implementation activities
Updates to informational handouts; possible creation of future concierge services	Elimination of consultants for building inspections; greater consistency in building code interpretation and applicability	Administration and implementation activities required from 15 new housing bills
Division process improvements leading to improved efficiencies and customer service	Division process improvements leading to improved efficiencies and customer service	Division process improvements leading to improved efficiencies and customer service

Budget Amendments
Additional Positions and Services

Expenditures

- $43,525 FY 17-18 Personnel: 10023100.51110 for Associate Planner- Housing
- $40,785 FY 17-18 Personnel: 10023320.51110 for Building Inspector

(Five months of fully loaded costs at top step of salary schedule)

Revenues

- $15,000 FY 17-18 Building Permit Fees: 10023300.42210
- $15,000 FY 17-18 CDBG General Administration Transfer to General Fund: 60600000.43301

(Five months of revenues- additional housing revenues available if needed by Department in the future)

Agenda Item No.: 13b

MEETING DATE/TIME: 12/20/2017

PEAK ITEM NO: COU-197-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Presentation of the City of Ukiah Budget Story

DEPARTMENT: Finance **PREPARED BY:** Daphine Harris

ATTACHMENTS:

Attachment 1 - City of Ukiah Budget Story 2018

Summary: Council to receive a presentation on the first City of Ukiah Budget Story for FY 2017-18.

Background: Based on current best practices for budgeting and community engagement, the Budget Management Division of the Finance Department worked to develop a Budget Story that serves as a companion piece to the City's 2017-18 Adopted Budget.

The Budget Story provides an additional resource that delivers community accessibility to a long but comprehensive budget document. The information presented in this Budget Story is condensed, easy to read, and delivered in a visually appealing, electronic format for better comprehension and understanding.

This additional resource is a 25-page document that emphasizes the value of the many City services provided to our community, highlights various activities and programs that preserve and enhance the quality of life in Ukiah, and demonstrates how much it costs to provide municipal services.

Discussion: The 2017 City of Ukiah Budget Story is designed to draw readers' attention using a compelling

RECOMMENDED ACTION: Receive Presentation

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Daniel Buffalo, Finance Director

Approved: Sage Sangiacomo, City Manager

delivery format, a visually appealing electronic publication filled with pictures, narrative, and personal stories (Attachment 1). The intention is to invoke a humanistic response, placing names and faces with mission, values, and numbers.

The Budget Story is designed to be delivered entirely electronically but can be printed upon request. The document will be published on the "ISSUU" platform, which allows staff to collect analytical information to gauge the efficacy of the Budget Story in reaching readers, including how many readers view the document, how long they spend reading it, and how many pages they view.

The Budget Story (Attachment #1) can be found here in electronic format:
https://issuu.com/cityofukiah-financedepartment/docs/city_of_ukiah_budget_story__2017-18?e=28616286/55911816

2

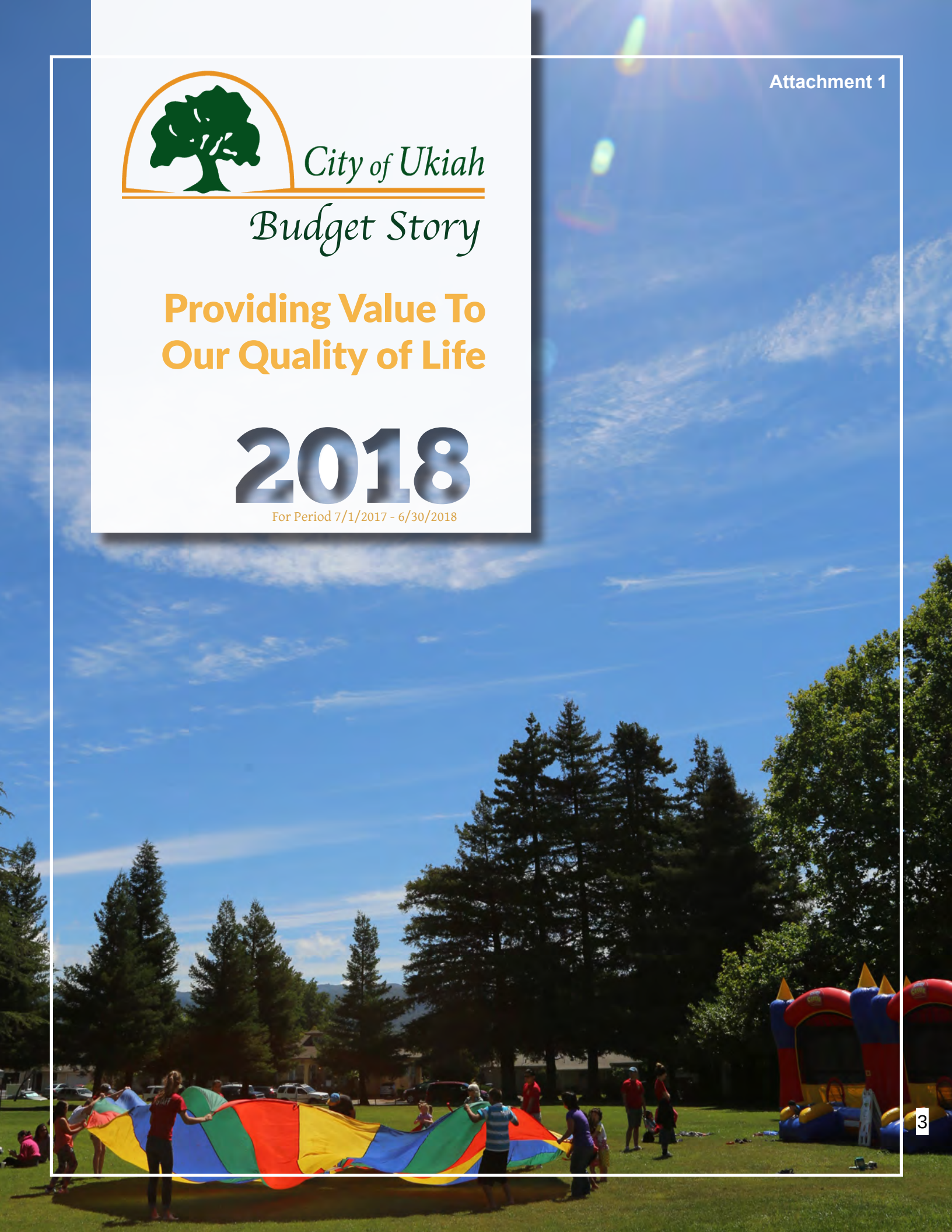
City of Ukiah

Budget Story

Providing Value To Our Quality of Life

2018

For Period 7/1/2017 - 6/30/2018



Contents

3 Message from the Mayor, Jim O. Brown

4 Our Community

5 Message from the City Manager, Sage Sangiacomo

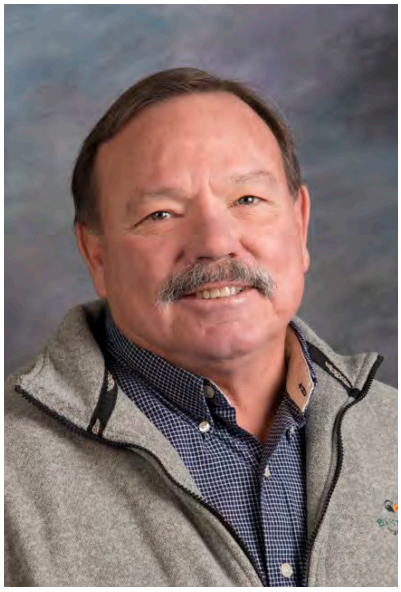
6 Department updates and a look ahead

16 Budget breakdown

18 Message from the Finance Director, Daniel Buffalo

25 Contacts

The full budget document can be found here: http://bit.ly/2iEz1wZ



Jim O. Brown -Mayor

City of Ukiah Mayor Jim O. Brown

UKIAH is the hub of Mendocino County – or rather, the entire region. It is where people from three counties come for business, education, recreation, and more. It is the gateway to the redwoods, and plays a significant role in the cultural, economic, and social vitality of the greater Ukiah Valley.

I am excited for the coming year and the many changes that will take place in the Ukiah community. Important projects are ahead, ranging from Costco, the recycled water project, and the increased attention on our streets, roads, and public right-of-ways. The years of hard work, planning, and difficult decision making are bearing fruit, and I hope the citizens will join me in celebrating our accomplishments.

It has been a pleasure to be part of the team of dedicated professionals at the City of Ukiah. While we engage in a wide variety of projects and programs, our focus is always on serving the people of Ukiah by providing essential services, facilitating economic opportunities, and improving the quality of life.

We have a strong foundation on which to build and will continue to develop our community as we serve our residents, our visitors, and the Greater Ukiah Valley.

-Jim O. Brown,
Mayor

Our Community

Demographics

- Over 50% of labor force have attained at least some college education
- 16,075 Residents 35,000 Weekday Population
- 4.67 square miles Within City Limits

Community Profile

Ukiah, incorporated in 1876, operates a full range of municipal functions including public safety, public works, community development, and community services. Furthermore, the City of Ukiah provides electric, water and wastewater utilities for its residents and operates an airport, golf course, museum, and conference center.

Government

Ukiah is a general law city operated under a council-manager form of government in which policy is set by a five-member council, elected at large to four-year overlapping terms. Council members must be residents of the City. The positions of Mayor and Vice-Mayor are chosen by the Council through its own policy and rotates among its members. The Mayor conducts the Council meetings and represents the City in ceremonial occasions.

The Council serves as the policy board for the municipality. It provides direction, establishes goals, and sets priorities for city government. In addition to serving as the policy makers for the community, the City Council is also responsible for numerous land use decisions within its borders, including the General Plan. The City Council appoints the City Manager and City Attorney, and all members of advisory boards and commissions.

Education

The Ukiah area offers big-city educational opportunities in a small-town environment. Ukiah Unified School District provides traditional public schools, as well as a Spanish-immersion elementary school, a Montessori-based charter school, a Waldorf based charter school, an independent study-focused charter school, and more.

Other options include a private Waldorf school, a private Catholic K-8 school, and the Instilling Goodness/ Developing Virtue Buddhist school. Furthermore, the University of California Davis's Hopland Research and Extension Center is one of nine operated by the UC Division of Agriculture and Natural Resources, and Mendocino College, with its 127-acre campus enrolls over 5,000 students each term.

Lifestyle and recreation

Ukiah is the only place where you can sip wine from America's greenest wine region or sample a locally brewed ale, hike amongst some of the tallest redwood trees in the world, and relax in a naturally warm and carbonated mineral spring...all in a day. Ukiah is where the redwoods meet the vines, a place where year-round events draw locals and visitors together, and where the entrepreneurial spirit is alive and well.

In the historic downtown, Ukiah's up-and-coming dining scene and the surrounding wineries have garnered attention from Wine Spectator, VIA Magazine, Wine Enthusiast, and more. Sunset Magazine praised Ukiah's "19th-century architecture, charming tree-lined neighborhoods, and its laid-back vibe."

"Ukiah is on the brink of exciting and transformative changes."

City of Ukiah

Our Core Values:

PROFESSIONALISM

SERVICE

TEAMWORK

INNOVATION

SAFETY

Ukiah is on the brink of exciting and transformative changes, changes that I believe will have a positive impact on our quality of life. At its foundation, Ukiah has spectacular natural beauty and a resilient and caring citizenry. I remain thankful to have grown up and live in a community where, more often than not, the first reaction when passing someone on the sidewalk or in the grocery store is to exchange a smile and a greeting.

At the City of Ukiah, we don't take that for granted. Our team, combined with the leadership of the City Council, is dedicated to maintaining that friendly, authentic spirit while improving services to make our community a place of pride and enjoyment, where families and business can thrive and visitors will cherish their experiences.

Over the past decade, the City has been impacted by continuing economic, legislative and legal threats that have challenged that ability to provide services. Emerging through the economic downturn was difficult and the impacts have been far lasting including continued issues with homelessness, lack of housing, aging infrastructure, a limited workforce and a lack of significant economic growth. Through a refocused effort on engagement and partnerships, we look forward to working with and for our community to overcome these larger regional issues.

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.

With vision and direction provided by the City Council, the City is operating with a clear understanding of our community's needs while continuing to maintain financial stability. The Fiscal Year 2017-18 budget is a prudent and responsive expenditure plan focusing on project completion, enhancing public safety, rebuilding our streets, investing in infrastructure, and aligning resources with priority services. Where appropriate, some projects are funded by one-time revenue sources - such as grant and loan funding - and available fund balance that has accumulated from past budgetary surpluses. In whole, operations are balanced structurally and sustainable fiscally.

Sage Sangiacomo -City Manager

Moreover, our team at the City is working to ensure a quality of life that supports the diverse needs of our citizens and businesses. Ukiah is a special place with unique character and charm. Our team members have a strong sense of purpose and dedication because we live and work here among family and friends. We continue to foster this culture at the City by embedding the core values of professionalism, service, teamwork, innovation, and safety into every aspect of our work and every decision.

However, we will fall short in our efforts without the support of the community we serve. Communicating our plans, achievements, and our shortcomings is critical. Encouraging constructive public input and civic engagement must receive considerable attention. I plan to continue making recommendations and requests that support and strengthen that effort.

Furthermore, our staff appreciate the care with which the Council leads our agency and embraces teamwork. The collaboration between the Council and staff fosters an inclusive environment that energizes, releases creativity and makes working together both productive and satisfying.

This is our budget story. Together we write the next chapter.

-Sage Sangiacomo.

Valuing Our Safety

Keeping Ukiah safe is our primary mission. Our officers work hard to reduce violent crimes and property crimes, and to improve the quality of life within our neighborhoods. With issues as broad and complex as community safety, we want to stay focused on the areas that will have the biggest impact, and to do that we developed a long-term strategic plan called Measuring What Matters Most. This plan clearly defines five goals for the effective delivery of police service, identifying the performance measures that affect both safety and quality of life in Ukiah.

The Fire Department provides all-hazard response, preparedness, and prevention services to protect life and property from fire and all other emergencies. This is accomplished through public education, fire code management, fire suppression, paramedic level (ALS) pre-hospital emergency medical care, hazardous condition mitigation, and rescue services.

Cost of Service: Police and Fire

Direct		
Personnel	$9,967,843	68%
Materials, services, and other operating	1,396,891	9%
Grants, loans, and other assistance	-	-
Debt service	125,937	1%
Capital outlay/CIP	476,000	3%
Total direct	11,966,671	81%
Indirect		
Administration and overhead	717,892	5%
Internal service use	2,024,588	14%
Total indirect	2,742,480	19%
Total cost of service	**$14,709,151**	**100%**

Looking Ahead

The Police Department's budget includes appropriation for 34 sworn police officers, up from 32. Funding for one of those new officers will come in part from the Ukiah Unified School District for an additional school resource officer. The second position will be funded from general revenues of the general fund and other sources, specifically from identified savings in other Police operations.

The general fund will continue to be committed to funding public safety with the use of Measure P proceeds in 17-18. The majority of this increase is due to additional staffing, retirement plan costs, and the replacement of aging fire safety equipment. The City will continue to work with the Ukiah Valley Fire District to provide unified operational services to the greater Ukiah Valley.

Additionally, the amount needed to provide valley-wide fire services has increased, as we work to match service levels of the City with that of the Ukiah Valley Fire District. Quite simply, property tax revenues collected by the UVFD for the unincorporated areas are insufficient for fire protection and medical support services. The City has committed its own general fund resources to ensure the District, as a partner, can meet the needs of its citizenry. Part of potential budgetary savings in 2016-17 will be used to help finance increased costs specific to equipment replacements, but such a strategy is meant to be one-time in nature. In order to support sustainability in the years to come, long-term strategies to meet the public safety service needs of our community must be developed in collaboration with partnering services providers and the County of Mendocino.

"For almost 30 years now, my most favorite thing about working for the City of Ukiah is the great people I have an opportunity to serve in our community, and the fantastic co-workers I serve alongside with."

-Chris Dewey, Police Chief

"My favorite experience working for the City has been the rehabilitation of the Railroad Depot. Having seen the Depot in a state of decay - walls covered with graffiti and piles of trash inside the building - it was truly a joy to complete the rehabilitation of the Depot, utilizing the original 1928 blueprints for reference. The Depot is now an asset to the community rather than a source of blight."

-Rick Seanor, Deputy Director of Public Works

Cost of Service: Public Works

Direct		
Personnel	$795,212	8%
Materials, services, and other operating	475,640	5%
Grants, loans, and other assistance	-	-
Debt service	425,707	4%
Capital outlay/CIP	8,417,866	81%
Total direct	10,114,425	97%
Indirect		
Administration and overhead	84,466	1%
Internal service use	199,789	2%
Total indirect	284,255	3%
Total cost of service	**$10,398,680**	**100%**

Looking Ahead

Measure Y, passed by a simple majority (50 percent plus 1) of Ukiah voters in November of 2016, is a general (unrestricted) transaction and use tax. Similar to Measure P, this general, unrestricted tax is one that can be used to fund any program, function, service, or project at the discretion of the City Council. It is not a special, restricted tax but was accompanied by an advisory Measure Z (2016).

The Purpose of Measure Y is to augment general expenditures on streets, and public rights-of-way. Amounts collected from the tax are to be used in addition to the commitment of the general fund and not in replacement of. {We are] recommending a prudent use of amounts collected from Measure Y and the establishment of a project reserve for additional projects, yet to be selected by the City Council. See the section regarding Measure Y on page 24 for additional details.

In addition to the amounts collected from Measure Y, we anticipate the receipt of additional gas tax and special appropriations for infrastructure from the state in the coming year. The increase in revenue will not be large, but those additional resources will be used to enhance projects currently scheduled, as well as future project supported by Measure Y.

Valuing Our Roads and Infrastructure

The Public Works Department is a multi-faceted, multi-disciplinary activity of the City. It incorporates the functions of garage services to City departments; infrastructure planning, construction and maintenance, including City streets and public rights-of-way; and corporation yard services to City departments.

Valuing Our Water Resources

The Water Resources Department is responsible for the production, treatment and distribution of drinking water; the collection, treatment and disposal of wastewater; and for meeting its conservation goals, while simultaneously facilitating the disposal objectives of wastewater disposal in an economical and environmentally sustainable way.

Cost of Service: Water Resources

Direct		
Personnel	$3,439,255	7%
Materials, services, and other operating	4,647,150	10%
Grants, loans, and other assistance	-	-
Debt service	5,825,818	12%
Capital outlay/CIP	31,556,887	67%
Total direct	45,469,110	96%
Indirect		
Administration and overhead	528,211	1%
Internal service use	1,261,884	3%
Total indirect	1,790,095	4%
Total cost of service	**$47,259,205**	**100%**

Looking Ahead

Water and wastewater enterprise activities will continue to experience increased costs; however, the restructured water rate schedule will sustain its operations and capital plans, with a focus on enhanced maintenance. Wastewater activities will focus on maintenance as well – including inflow and infiltration (I&I) identification/mitigation, infrastructure rehabilitation, and addressing disposal costs.

A thorough evaluation of rates for wastewater services must be completed for the enterprise to find sure footing moving forward. Additionally, both water and wastewater will participate in the effort to implement recycled water in the City of Ukiah. It's a matter of disposal for the wastewater system and one of increased capacity for the water enterprise. For both, it is an effort to exercise best practices in municipal water and wastewater services and in environmental stewardship.

Some notable upcoming expenditures include:

- Recycled Water Project Phase 1-3 construction from the Wastewater Treatment Plant north to the Ukiah Sports Complex.
- Replacement of the failing Pressure Zone 2 South Water Tank in the western hills to retain the needed ability to store and distribute water; this tank is one of the primary storage tanks in its zone.

"Our department has incredible resources. Our staff is knowledgeable, well trained, and dedicated. Our facilities are nothing short of incredible for a community of the size of Ukiah."

-Sean White, Director of Water Resources

"My favorite experience [working for the City of Ukiah] was watching a dedicated group of volunteers and City staff come together to write a grant that will improve the natural habitat and improve the environment of the area. Then, when the grant was awarded, the pride of the group was unforgettable."

-Tami Bartolomei, Community Services Administrator

Cost of Service: Parks and Recreation

Direct		
Personnel	$1,802,894	53%
Materials, services, and other operating	932,904	28%
Grants, loans, and other assistance	-	-
Debt service	-	-
Capital outlay/CIP	163,000	5%
Total direct	2,898,798	86%
Indirect		
Administration and overhead	198,113	6%
Internal service use	266,434	8%
Total indirect	464,547	14%
Total cost of service	**$3,363,345**	**100%**

Looking Ahead

Community Services is committed to providing recreational programs, events, activities and facilities that will enhance the quality of life for all ages. We provide programming and facilities of the highest quality. The Community Service divisions take pride in the partnerships and collaborations with other governmental agencies, schools, community-based organizations, neighborhood groups and the business sector for delivery of programs that serve our community. The key to Community Services' successful framework is our staff and their individual and collective commitment to providing the best services possible. Their continual responsiveness identifying and answering challenges and opportunities will have a positive impact on many generations to come.

The City of Ukiah Parks Department is responsible for the maintenance of 16 parks, Ukiah Municipal Swimming Pools, five sporting areas, five tennis courts, and also provides maintenance for nine parking lots, the city sub stations, Successor Agency properties, former Redevelopment housing properties, the Civic Center, Ukiah Railroad Depot property, Ukiah trail systems including the rail trail, and the School Street planters.

Additionally, the Parks Department maintains all trees located on City property including those located on City streets. The department also provides staffing support for Sundays in the Park, Family Fun in the Sun, Ukiah Country PumpkinFest, and other community events.

Valuing Our Parks and Recreational Opportunities

The City of Ukiah's Community Services department offers an array of programs, services and facilities to the residents of our city and the broader communities. The department is subdivided into eight segments: Ukiah Valley Conference Center, Alex Rorabaugh Recreation Center, Ukiah Valley Golf Course, Grounds and Maintenance, Grace Hudson Museum and Nature Education Center, Observatory Park, Parks, Recreation & Aquatics.

Valuing Our Community's Growth

The Community Development Department carries out three primary functions: Building Permits and Inspections, Housing services, and Community Planning. The Building Services Division regulates construction and development to safeguard and ensure the health and safety of the public. To ensure compliance with building codes, the Division processes permits, conducts plan review, and performs building inspections. The Planning Division assists property owners, developers and the public to ensure that future development and changes are implemented in accordance with regulations and ordinances adopted by the community.

Cost of Service: Community Development

Direct		
Personnel	$695,249	77%
Materials, services, and other operating	86,459	10%
Grants, loans, and other assistance	-	-
Debt service	-	-
Capital outlay/CIP	-	-
Total direct	781,708	87%
Indirect		
Administration and overhead	60,796	7%
Internal service use	56,379	6%
Total indirect	117,175	13%
Total cost of service	**$898,883**	**100%**

Looking Ahead

Community Development assists property owners, developers, and the public in matters related to the use and development of private property. This includes: providing information on the regulations and guidelines that apply to property and projects; reviewing and processing of building permits; providing assistance on project design and development; processing land use entitlements for private and public development proposals; and performing environmental review associated with development proposals.

Long Range Planning focuses on the development and implementation of the City of Ukiah General Plan. The General Plan consists of seven State of California mandated Elements and a State-certified Housing Element. Long Range Planning also develops, implements, and/or assists in the creation of special programs and projects such as the Airport Industrial Park Planned Development and creek master plans and the maintenance of the Zoning ordinance. Such efforts reflect current State law and modern planning principles.

From processing land use entitlements, to working with developers and businesses in navigating the permit process, to implementing the housing element of the General Plan, we are here to serve you, the citizenry of Ukiah.

"I take the most pride in the development and support of the City's most valuable asset-- our people. When we have engaged team members, trained and supported in the work we do, we can deliver the quality of service our community needs and expects. Highly engaged team members, delivering quality customer service and exceptional work product, leads to increased trust with our community and the potential for strong relationships and partnerships in the future."

-Craig Schlatter, Director of Community Development

"I have always tried to do my very best in life to make people happy. This translates directly to the work that I do because when people come to us in the IT department, it's usually during a time of stress because something is not working the way it needs to. If I am able to fix the issue the first time I sit down with them and get them back to what they need to be doing in a timely fashion, it makes them happy. Mission accomplished!"

-Ryan Ford, Information Technology Specialist II

Cost of Service: Economic Development

Direct		
Personnel	$149,989	19%
Materials, services, and other operating	604,471	77%
Grants, loans, and other assistance	-	-
Debt service	-	-
Capital outlay/CIP	-	-
Total direct	754,460	96%
Indirect		
Administration and overhead	23,398	3%
Internal service use	11,707	1%
Total indirect	35,105	4%
Total cost of service	**$789,565**	**100%**

Looking Ahead

The City has emerged as a leader for economic development activities in Mendocino County. Partnerships with both private and public entities is the cornerstone of our approach.

The City's economic development efforts are focused primarily on business retention and recruitment and the partnership with the Community Development and Housing Department to facilitate the development of housing, both market rate and affordable. The strength of our business community relies on the availability of housing for its workforce, so these two efforts go hand in hand.

Staff has been very active in pursuing a regional economic development approach. As the County seat and the business, medical, and education hub for parts of three counties, we recognize that we serve a much larger population base than just our residents. While this often means increased costs and workload for some departments, there is also a benefit for our business community and an expanded tax base for the City's General Fund. Therefore, it behooves us to look beyond our city limits for collaborations.

Staff has utilized CDBG funds to provide low-interest loans and technical assistance for small businesses. Also, we invest in partnerships with organizations including the Greater Ukiah Chamber of Commerce, the Ukiah Main Street Program, the West Company, and the Economic Development and Financing Corporation, who provide other specialized services to the business community.

Ukiah is well poised for strong economic growth in the coming years. Our Economic Development team is committed to facilitating that growth in a way that preserves Ukiah's unique character and its balance between large industry and small, independent businesses.

Valuing Our Economic Health

The Economic Development team has continued to significantly improve the level of support for business activity, resulting in the creation and retention of businesses and jobs. By leveraging multiple cross-department disciplines on an as-needed basis, the team maximizes staff expertise while efficiently addressing business and economic development needs.

Valuing Our Housing and Supportive Opportunities

The Housing Division of the Community Development Department administers several programs and grants towards the creation and preservation of high-quality housing for Ukiah. Working in partnership with private and not-for-profit organizations, the Housing Division seeks to stimulate the physical and economic revitalization of the City's neighborhoods.

Cost of Service: Housing

Direct		
Personnel	$-	-
Materials, services, and other operating	5,000	1%
Grants, loans, and other assistance	500,000	99%
Debt service	-	-
Capital outlay/CIP	-	-
Total direct	505,000	100%
Indirect		
Administration and overhead	-	-
Internal service use	-	-
Total indirect	-	-
Total cost of service	**$505,000**	**100%**

Looking Ahead

Housing, or the lack thereof, has been an important topic over the last couple of years. Housing starts in the Valley have been few and far between in the last decade, and the impacts of that are now showing. City leaders have heard from businesses large and small about the need for workforce housing for not just entry-level employees, but executives as well.

The loss of redevelopment has made the development of affordable housing significantly more challenging. In spite of that, the City's partnership with Petaluma Ecumenical Properties will result in 42 new units of affordable senior housing in the summer of 2017. Additional projects are also in the works in the city and just outside our boundaries, supplementing the housing market with up to 175 new affordable units within the next two years.

Recognizing that there is also a need for market-rate housing, the City is facilitating the development of a multi-family complex on property owned by the City's Housing Entity and actively seeking additional opportunities.

In FY 17-18, the City will continue to focus on the effective infill of vacant and underutilized parcels while making additional efforts to streamline the development process for builders.

"[I take pride in] the quality of the people working here. People work for the City not because of the pay, but because they are engaged in the community."

-Kirk Thomsen, Interim Fire Chief

"The electric team is proud of being responsive and keeping the power flowing to enable business and all customers to be productive in this community. We are able to provide the greenest and lowest cost energy in California through good resource management and efficient use of our crews and equipment. We take pride in seeing our work make a difference for our customers."

-Mel Grandi, Electric Utility Director

Cost of Service: Electric Utility

Direct		
Personnel	$3,405,850	13%
Materials, services, and other operating	10,651,984	40%
Grants, loans, and other assistance	325,000	1%
Debt service	2,071,875	7%
Capital outlay/CIP	8,103,185	31%
Total direct	24,557,894	92%
Indirect		
Administration and overhead	801,911	3%
Internal service use	1,204,208	5%
Total indirect	2,006,119	8%
Total cost of service	**$26,564,013**	**100%**

Looking Ahead

The City's Electric Utility provides low-cost, high-quality energy services that power our homes, businesses, and daily lives.

We take pride knowing that we are able to provide these services at rates that are as much as 30 percent lower than other for-profit entities, such as PG&E.

The entire compliment of servivces we provide include:

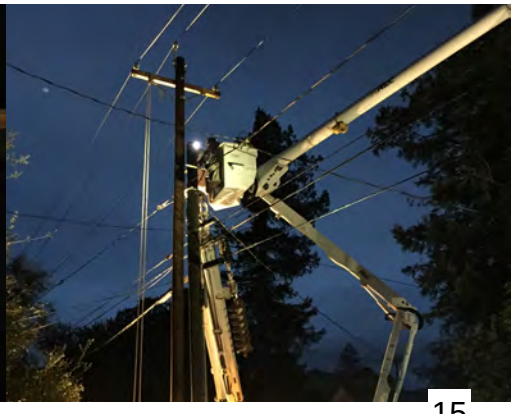
- High voltage construction & maintenance
- Procurement of wholesale power
- Planning and operation of the City's electric distribution system
- Planning and advanced engineering for services
- Custom design services
- Maintenance and operation of Ukiah's street lighting system
- Operation and maintenance of the Lake Mendocino Hydroelectric Plant

Our primary objective is to exceed the expectations of the Ukiah community, electric utility customers, and City Council with the delivery of electric energy that is safe, reliable and at a value that promotes the economic health of the Community. This is accomplished through individual and team development assuring a highly skilled and professional staff ready to meet the Ukiah's needs.

Further, we strive for the highest level of customer service possible. Making sure you have the power to enjoy all that Ukiah has to offer is our ultimate goal.

Valuing Our Energy

The Electric Enterprise Fund provides 24-hour, 365-day response to emergency service calls for customer power problems, and outages. Additionally, this team is responsible for making high voltage power lines safe for Fire & Police personnel at structure fires, automobile accidents and to make other situations where electric lines are near emergency crews.



Valuing Our Other Quality of Life Services

In addition to the services already presented, the City provides numerous other services that benefit our community. These include airport operations, the Ukiah Municipal Golf Course, the Ukiah Valley Conference Center, and landfill closure.

Cost of Service: Airport, Golf, and Conference Center

Direct		
Personnel	$893,066	6%
Materials, services, and other operating	1,120,084	8%
Grants, loans, and other assistance	-	-
Debt service	-	-
Capital outlay/CIP	* 11,848,055	84%
Total direct	13,861,205	98%
Indirect		
Administration and overhead	137,051	1%
Internal service use	139,002	1%
Total indirect	276,053	2%
Total cost of service	**$14,137,258**	**100%**

* majority of this appropriation due to landfill closure

Looking Ahead

The Ukiah Municipal Airport provides an alternative form of transportation and emergency access in and out of Ukiah. To support this, the major activities of the Airport support the fueling of all forms of aircraft. The operations and maintenance activities include the management, supervision and training of staff as well as the upkeep of facilities and equipment.

This upcoming year, the Airport plans to install a 12,000-gallon Avgas self-serve tank and the ability to store 25,000 gallons of jet A fuel. This will enable the Airport to meet the high demand of fuel sales during the fire season. The installation of the 12,000-gallon Avgas self-serve tank will also make fuel available 24 hours a day, 7 days a week, and will require less staff time to fuel aircraft throughout the day. Staff feels that increasing fuel capacities will provide better service and increased revenue for the Airport in its future.

The Ukiah Valley Golf Course, leased by Tayman Park Golf Group provides both a physical activity along with social benefits to persons of all ages. In the upcoming year the Golf Course plans to continue working with the City of Ukiah toward the installation of purple pipe at the Golf Course and other various renovations that will benefit the golfers and the community.

The Ukiah Valley Conference Center provides a variety of rooms for meetings, trainings, weddings and parties of all group sizes. This upcoming year the Conference Center plans to make improvements to the Conference Center such as painting and carpet replacement. The Conference Center is highly used and continued improvements are needed to ensure continued rental use.

The Landfill Closure Project is still ongoing. Final construction activities are scheduled to occur in Spring of 2019.

"I take the most pride in when people fly into the airport and say, 'this is a great airport you have here'. This is something that we hear weekly from pilots who fly in from all over world."

-Greg Owen, Airport Manager

-City Council

Cost of Service: General Government

Direct		
Personnel	$1,833,200	40%
Materials, services, and other operating	2,137,880	46%
Grants, loans, and other assistance	-	-
Debt service	65,000	1%
Capital outlay/CIP	-	-
Total direct	4,036,080	87%
Indirect		
Administration and overhead	200,933	5%
Internal service use	392,881	8%
Total indirect	593,814	13%
Total cost of service	**$4,629,894**	**100%**

Looking Ahead

The City focuses on efficient, effective and economical service delivery that has meaningful and positive impacts on health, comfort, and happiness. This focus supports the City's efforts in making difficult decisions among competing priorities while delivering and demonstrating value in the services provided. The City continues to ensure Ukiah residents get the services they need and want, as well as getting value for the tax dollars spent delivering those services. Innovation is a key element in improving service delivery.

The City Manager's Office has commissioned two Innovation Teams, comprised of volunteer City team members and led by two department heads. The mission of these teams is to elevate the process of finding ways to reduce costs and enhance service delivery. One team is working on approaches to homelessness issues while the other is working on internal efficiencies.

The City utilizes a cost allocation plan as a means of capturing the total costs of providing services and a method for distributing administration and internal service costs across the various operations that utilize the corresponding services. The cost allocation plan establishes separate basis of allocation for each indirect activity and is founded on an approach that is reasonable, fair, and equitable. Because services and utilization of services can change over time, the City Council wishes to establish an ad-hoc to work with staff on the development of an ongoing audit plan to review the bases of allocation and consider modifications when warranted.

Valuing Our General Governance

The legislative body for the City of Ukiah is the City Council. The same body acts as the governing authority for the Successor Agency to the City of Ukiah Redevelopment Agency. The City Council for the City of Ukiah, comprised of five council members, provides policy direction to the City Manager. The Council adopts ordinances to control the affairs of the City, as well as oversees the fiscal affairs of the City and approves and adopts the annual City budget. The City of Ukiah Planning Commission is a committee of five persons appointed by the Ukiah City Council to review matters related to planning and development. Costs of general governace include administration comprised of the City Manager's Office, City Clerk, City Attorney, Finance Department, Human Resources and Risk Management, and City Treasurer.

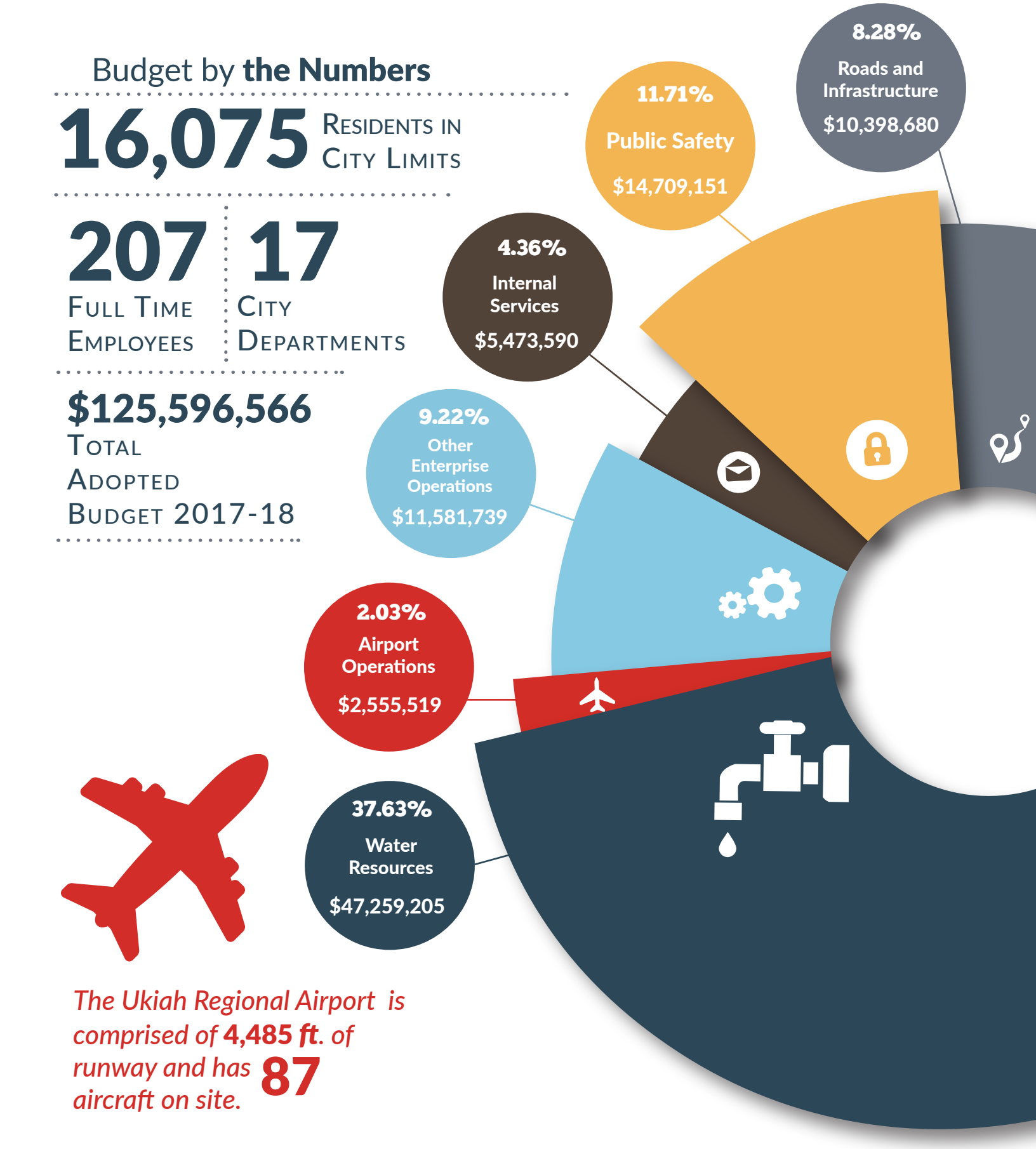
Budget by **the Numbers**

16,075 Residents in City Limits

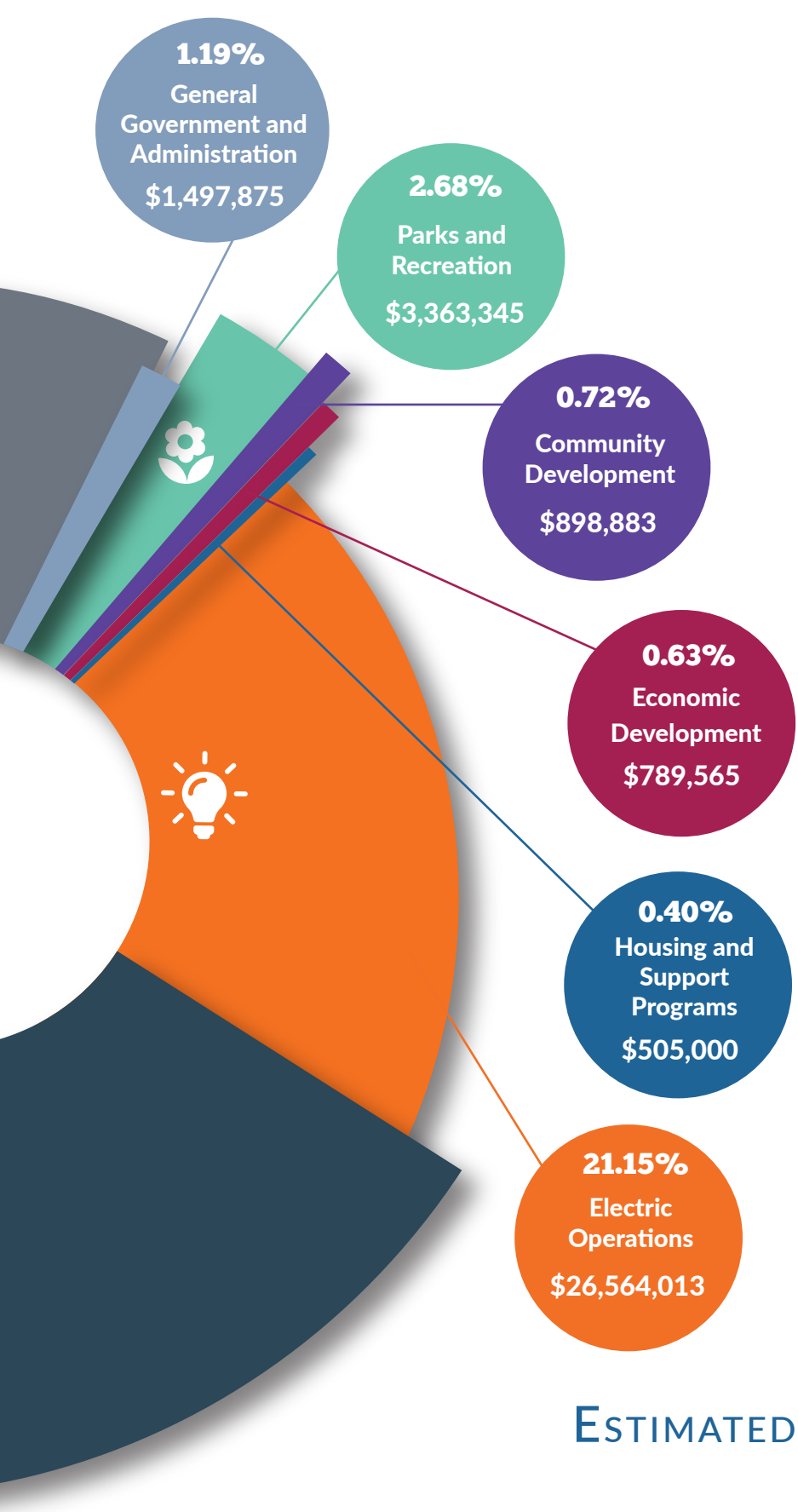
207 Full Time Employees

17 City Departments

$125,596,566 Total Adopted Budget 2017-18



*The Ukiah Regional Airport is comprised of **4,485 ft.** of runway and has* **87** *aircraft on site.*



The City of Ukiah maintains **19** *parks and facilities for the benefit of our community.*

Revenue by **the Numbers**

$2,291,958

ESTIMATED MEASURE "P" REVENUE
FISCAL YEAR 2017-18

13.14% REVENUE FROM STATE FUNDING

26.27% BUDGET REVENUE FROM TAXES

$2,921,958

ESTIMATED MEASURE "Y" REVENUE
FISCAL YEAR 2017-18

Message From the Finance Director

"This budget year will be a milestone for capital projects."

THE Finance Department is responsible for the fiscal health of the City as well as the collection and expenditure of funds in accordance with all applicable laws and regulations. This includes managing the processes and recording for day-to-day transactions, providing accurate reporting to the City Council, City Manager and other departments as well as performing high level, broad fiscal analysis of current activities, and evaluating economic trends affecting the local economy.

The City's overall financial condition continues to reflect a period of positive growth. However, our budgeting approach remains conservative, estimating and committing resources as a means to ensure structural stability with changing economic conditions.

The Management Team has been dedicated to cost savings whenever possible and watchful of their expenditures so that value to the Ukiah citizenry is maximized. This has led to a projected year-end surplus and fortification of the City's general fund reserve. We estimate the total reserves to begin the 2017-18 fiscal year at 33 percent of estimated revenues and increase to over 36 percent by year end. These reserves will help the City meet current and future financial challenges, and allows the City Coucil to maintain and even enhance services.

Management has proposed a balanced budget across all funds - including the general fund - for fiscal year 2017-18. It is a prudent spending plan that places strong emphasis on value to the Ukiah community. Further, this budget year will be a milestone for capital projects as we look to deploy considerable resources for critical infrastructure improvements.

Daniel Buffalo -
City Finance Director

This is a period of tremendous positivity and opportunity for the City of Ukiah and the greater Ukiah Valley. In that vein, my fellow team members and I in the Finance Department look forward to continuing to provide the Ukiah community with the highest level of customer service.

-Daniel Buffalo, CPA, CGMA

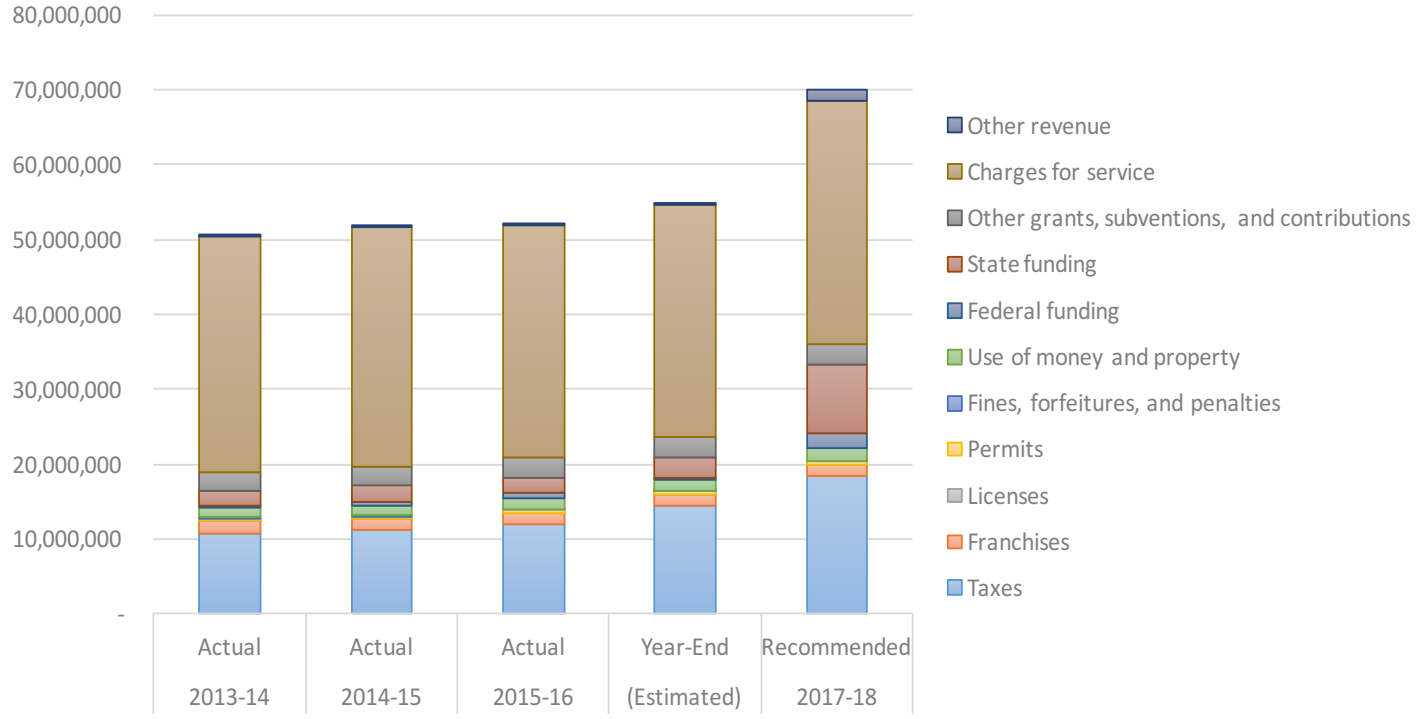
Fiscal Year 2017-18
City-Wide Comparison

Account Class	Fiscal Year Ended 2013-14 Actual	2014-15 Actual	2015-16 Actual	2016-17 (Estimated) Year-End	2017-18 Adopted	Percent of Total
Revenue						
Charges for service	$ 31,272,266	$31,870,710	$30,987,175	$31,181,640	$ 32,571,996	43.16%
Taxes	10,855,860	11,148,160	11,971,445	14,496,864	18,373,882	24.35%
State funding	2,051,244	2,243,106	2,162,621	2,636,579	9,188,896	12.18%
Internal services provided	1,889,820	1,498,406	4,358,617	4,274,136	5,520,173	7.31%
Other grants, subventions, and contributions	2,552,361	2,579,878	2,658,989	2,610,984	2,701,907	3.58%
Federal funding	284,402	392,387	553,944	272,387	1,948,500	2.58%
Use of money and property	1,269,323	1,362,364	1,582,196	1,544,710	1,744,550	2.31%
Franchises	1,601,185	1,643,559	1,514,799	1,503,317	1,580,304	2.09%
Other revenue	327,932	386,152	129,037	261,725	1,294,836	1.72%
Permits	328,536	233,713	402,339	356,382	421,875	0.56%
Fines, forfeitures, and penalties	104,603	90,287	97,968	115,500	115,500	0.15%
Licenses	412	6,656	6,648	54	6,550	0.01%
Total	52,537,946	53,455,378	56,425,778	59,254,279	75,468,969	100.00%
Expenditures						
Capital outlay/CIP	1,948,212	3,776,324	5,170,764	6,947,052	61,330,443	48.83%
Personnel	18,961,328	19,168,915	20,849,865	21,485,758	25,326,387	20.16%
Materials, services, and other operating	19,642,901	25,824,498	19,252,344	22,473,294	23,915,108	19.04%
Debt service	6,153,161	7,991,519	7,646,608	9,387,120	8,514,337	6.78%
Internal service use	3,429,741	3,256,388	4,840,735	4,511,364	5,803,539	4.62%
Administration and overhead	1,458,682	2,597,497	2,337,809	2,185,139	3,013,770	2.40%
Grants, loans, and other assistance	2,244,823	476,342	391,403	364,102	825,000	0.66%
Allocated administration and overhead	(1,922,027)	(3,263,691)	(2,339,598)	(2,188,550)	(3,132,019)	-2.49%
Total	51,916,821	59,827,792	58,149,930	65,165,280	125,596,566	100.00%
Other financing sources (uses)						
Other in (out)	81,374	86,226	109,036	300,633	21,383,158	100.00%
Total	81,374	86,226	109,036	300,633	21,383,158	100.00%
Change in total fund balance/working capital	$702,499	$(6,286,188)	$(1,615,116)	$(5,610,367)	$(28,744,439)	

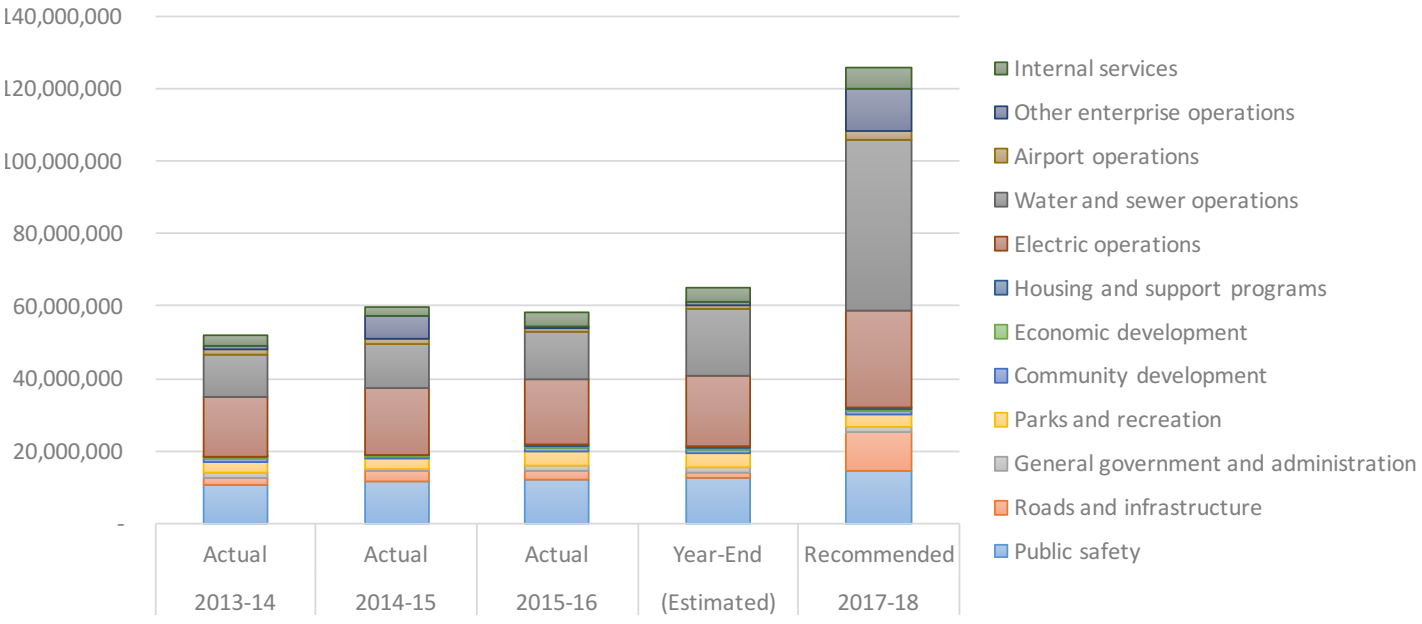
Account Class	Fiscal Year Ended 2013-14 Actual	2014-15 Actual	2015-16 Actual	2016-17 (Estimated) Year-End	2017-18 Adopted	Percent of Total
Activities						
Water and sewer operations	$ 11,631,030	$12,066,771	$ 13,020,546	$ 18,312,508	$47,259,205	37.63%
Electric operations	16,601,481	18,452,579	18,092,998	1 19,662,789	26,564,013	21.15%
Public safety	10,683,958	11,577,080	12,154,653	12,365,235	14,709,151	11.71%
Other enterprise operations	846,098	6,314,514	575,014	953,753	11,581,739	9.22%
Roads and infrastructure	1,772,123	2,903,465	2,220,474	1,601,502	10,398,680	8.28%
Internal services	2,889,422	2,578,749	3,701,204	3,772,665	5,473,590	4.36%
Parks and recreation	2,752,484	2,877,249	4,095,878	3,994,802	3,363,345	2.68%
Airport operations	1,416,546	1,407,393	1,018,558	1,275,129	2,555,519	2.03%
General government and administration	1,696,989	504,386	1,593,500	1,502,072	1,497,875	1.19%
Community development	869,872	722,589	771,080	654,666	898,883	0.72%
Economic development	468,688	376,518	278,442	867,248	789,565	0.63%
Housing and support programs	288,129	46,499	627,583	202,910	505,000	0.40%
	$51,916,821	$59,827,792	$58,149,930	$65,165,280	$125,596,566	100.00%

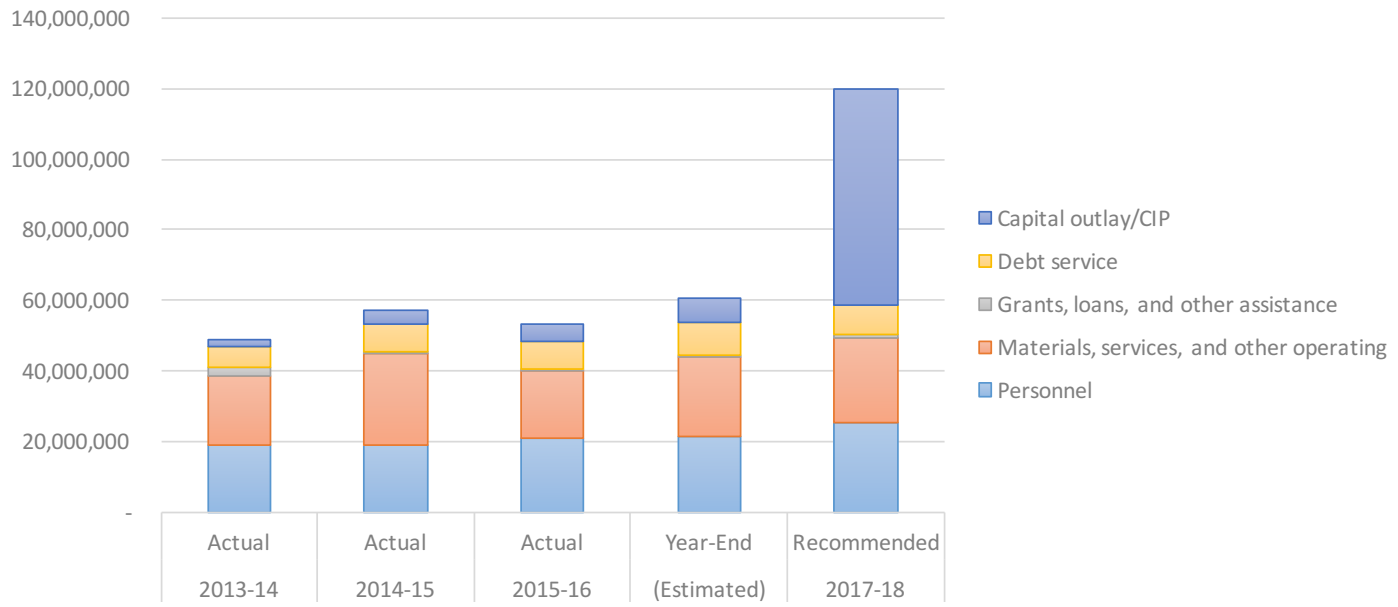
For additional budget information, please see the City's Finance Department Webpage: http://bit.ly/2iEz1wZ

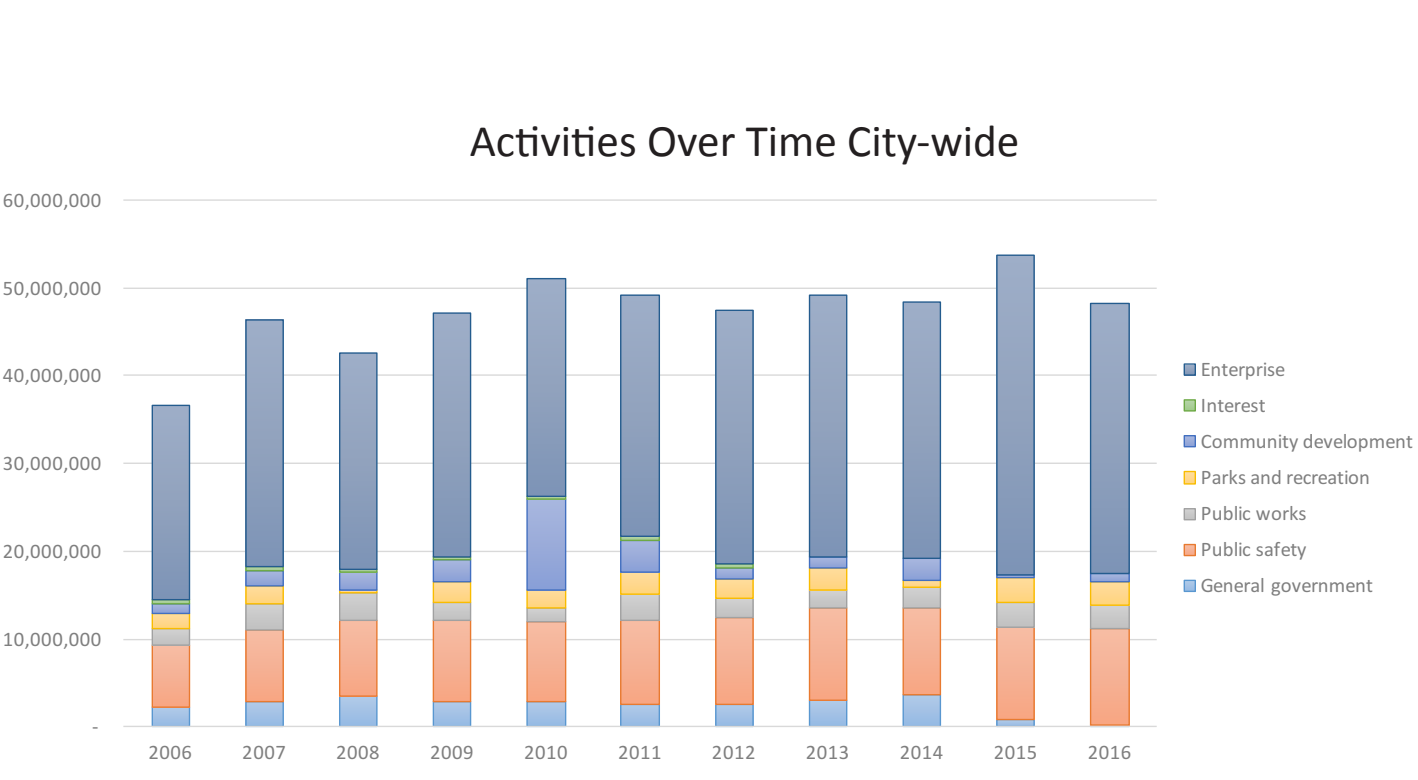
City-wide Revenues Over Time



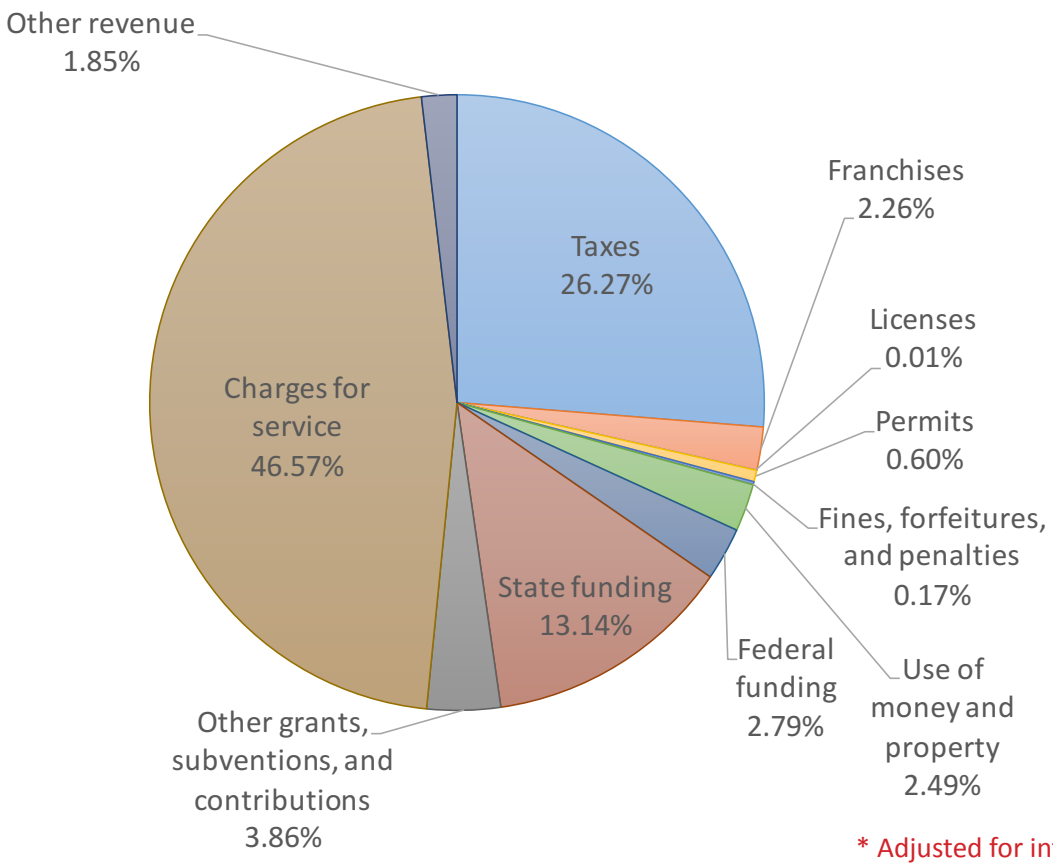
Expenditures by Activity Over Time




City-wide Expenditures Over Time
140,000,000
120,000,000
100,000,000
80,000,000
60,000,000
40,000,000
20,000,000
-
Actual 2013-14
Actual 2014-15
Actual 2015-16
Year-End (Estimated)
Recommended 2017-18
Capital outlay/CIP
Debt service
Grants, loans, and other assistance
Materials, services, and other operating
Personnel

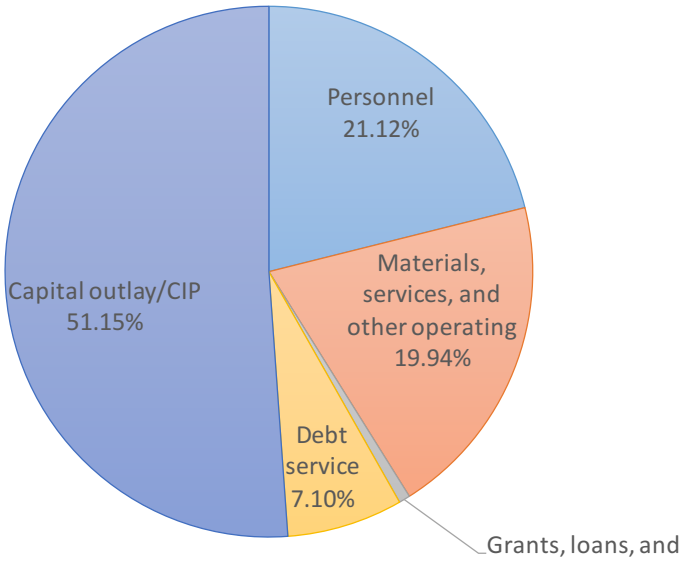

Activities Over Time City-wide
60,000,000
50,000,000
40,000,000
30,000,000
20,000,000
10,000,000
-
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
2016
Enterprise
Interest
Community development
Parks and recreation
Public works
Public safety
General government

Sources of Revenue
City-Wide



* Adjusted for internal services

Appropriations by Use
City-Wide



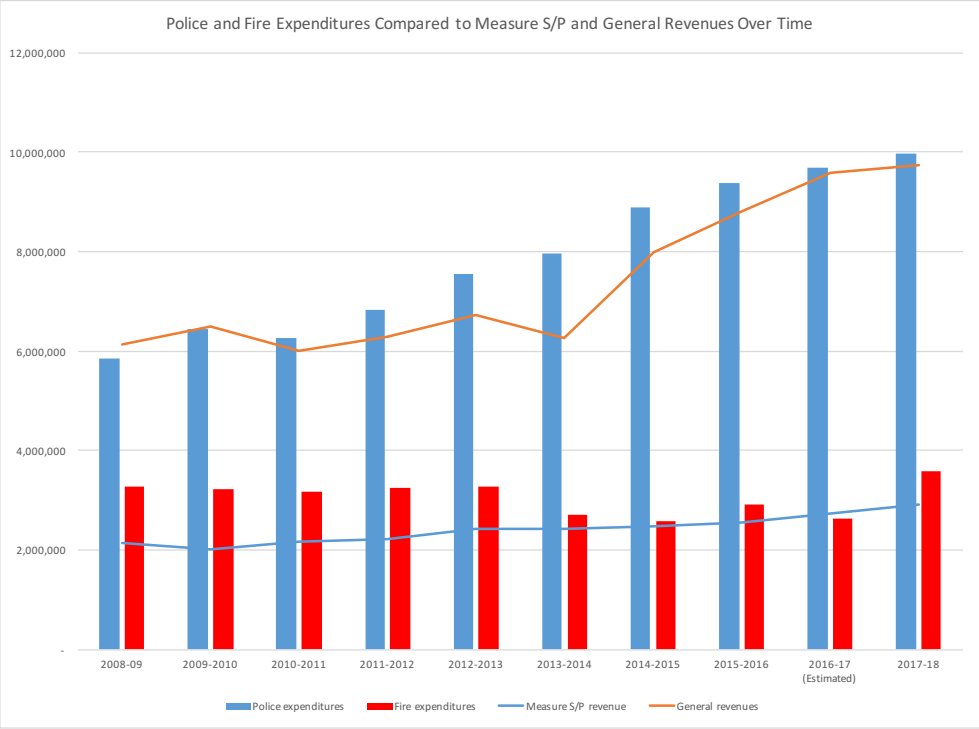
* Adjusted for internal services

2017-18 Measure P

Measure P: Transaction and Use Tax

Measure P, passed by a simple majority (50% plus 1) of Ukiah voters in November of 2014 was a general (unrestricted) transaction and use tax. It continued a sun-setting transaction and use tax, known as Measure S (2005). Measure T (2005), passed in conjunction with Measure S, was a distinctly separate, advisory Measure indicating the voting public's preference for the use of Measure S proceeds.

The City Council has committed to using the full amount of Measure P resources for public safety.



Uses and Sources Public Safety Activities Comparative, Baseline (2015) to June 30, 2018

Expenditure Uses by Category	Measure P Baseline FY 2014-15	FY 2017-18	Increase (Decrease)
Police:			
Sworn officers	32	34	2
Misc personnel	18	19	1
Personnel	$6,049,608	$7,004,191	$954,583
Operations	2,660,085	2,748,399	88,314
Capital	186,594	230,000	43,406
Total police	8,896,287	9,982,590	1,086,303
Fire:			
Firefighters:			
City	11	11	-
UVFD	6	6	-
Personnel	1,506,406	1,595,102	88,696
Operations:			
Contractual	516,180	1,005,495	489,315
Other	530,822	862,021	331,199
Capital	30,400	121,000	90,600
Total fire	2,583,807	3,583,618	999,811
Total public safety	**11,480,094**	**13,566,207**	**2,086,113**

Dedicated Revenue Sources	Baseline FY 2014-15	FY 2017-18	Increase (Decrease)
Measure P transaction and use tax	2,465,521	2,921,958	456,437
Public safety revenue:			
Police	262,254	383,825	121,571
Fire	37,235	62,000	24,765
Other	739,607	452,178	(287,429)
Total revenue	**3,504,617**	**3,819,961**	**315,344**
Excess (deficiency) revenues over expenditures	(7,975,477)	(9,746,246)	(1,770,769)
Other Financing Sources			
General revenues, general fund	7,975,477	9,746,246	1,770,769
Remaining resources	$-	$-	$-

2017-18 Measure Y

Measure Y: Transaction and Use Tax

Measure Y, passed by a simple majority (50% plus 1) of Ukiah voters in November of 2016, is a general (unrestricted) transaction and use tax. A general, unrestricted tax is one that can be used to fund any program, function, service, or project at the discretion of the City Council. It is not a special, restricted tax, which would require approval of two-thirds of the voting public. Measure Z, passed in conjunction with Measure Y, was a distinctly separate, advisory Measure Y, indicating the voting public's preference for the use of Measure Y proceeds.

The City Council has committed to using the full amount of Measure Y resources for City streets and rights-of way.

Street Maintenance and Repair	**2017-18**	
Budget amount, 2016-17 (base year), net related transfers in	$912,560	(a)
Recommended amount, 2017-18	9,463,814	(b)
Increase (decrease) from base year (b) - (a)	$8,551,254	(c)

Estimated Revenue	**2017-18**	
Measure Y: Transaction and Use Tax	**$2,921,958**	(d)
Additional resources	7,150,907	(e)
Total available for street maintenance and repair (d) + (e)	$10,072,865	(f)

Analysis	**2017-18**	
Amount available for additional maintenance and repair (f) - (c)	$1,521,611	(g)
General fund base commitment amount (a)	$912,560	(h)
Total recommended amount appropriated to street maintenance and repair (b) + (g) + (h)	$10,985,425	(i)

Fiscal Year 2015-16 Recommended Uses and Projects	**Project No.**	**Cost**	**General Revenue Share**	**Other Financing Sources**	**Measure Y Share**	**Total Funding**
Redwood Business Park Road Improvements	13001	$7,333,000	$-	$7,150,907	$182,093	$7,333,000
Debt service on new infrastructure borrowing	13001	425,707	-	-	425,707	425,707
Enhanced Public Works capacity - personnel		118,787	-	-	118,787	118,787
Enhanced Public Works capacity - operations		315,018	-	-	315,018	315,018
Misc street engineering, maintenance, and repair		1,271,302	912,560	-	358,742	1,271,302
Reserve for future street maintenance and repair projects		1,521,611	-	-	1,521,611	1,521,611
		$10,985,425	$912,560	$7,150,907	**$2,921,958**	$10,985,425

CONTACT

CITY COUNCIL

Jim Brown
Mayor
jbrown@cityofukiah.com

Kevin Doble
Vice-Mayor
kdoble@cityofukiah.com

Maureen Mulheren
Council Member
mmulheren@cityofukiah.com

Douglas Crane
Council Member
dcrane@cityofukiah.com

Steve Scalmanini
Council Member
sscalmanini@cityofukiah.com

CITY EXECUTIVE MANAGEMENT

Sage Sangiacomo
City Manager
ssaniacomo@cityofukiah.com

Shannon Riley
Deputy City Manager
sriley@cityofukiah.com

Kristine Lawler
City Clerk
klawler@cityofukiah.com

Greg Owen
Airport Manager
gowen@cityofukiah.com

Craig Schlatter
Director of Community Development
cschlatter@cityofukiah.com

Tami Bartolomei
Community Services Administrator
tbartolomei@cityofukiah.com

Mel Grandi
Electric Utility Director
mgrandi@cityofukiah.com

Dan Buffalo
Director of Finance
dbuffalo@cityofukiah.com

Sheri Mannion
Director of Human Resources
smannion@cityofukiah.com

Kirk Thomsen
Interim Fire Chief
kthomsen@cityofukiah.com

Chris Dewey
Police Chief
cdewey@cityofukiah.com

Tim Eriksen
Public Works Director
teriksen@cityofukiah.com

City of Ukiah

Budget Story

2018

City of Ukiah
300 Seminary Avenue
Ukiah, California 95482

www.cityofukiah.com

The full budget document can be found here: **http://bit.ly/2iEz1wZ**

Agenda Item No.: 13c

MEETING DATE/TIME: 12/20/2017

PEAK ITEM NO: COU-245-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Receive Presentation on OpenGov Performance Measures and Stories and Efforts to Enhance Community Engagement in City's Finances; and Authorize the City Manager to Negotiate and Execute an Amended Agreement with OpenGov and Approve the Corresponding Budget Amendment.

DEPARTMENT: Finance **PREPARED BY:** Daphine Harris

ATTACHMENTS:

Attachment 1 - City of Ukiah Agreement

Summary: OpenGov's Performance Measures and Stories is an intuitive and efficient way to improve understanding and awareness by aggregating data from multiple sources. The focus is to create value by generating community engagement through compelling narrative, combined with financial and performance data to show how capital projects, tax measures, public safety concerns, and more affect the community.

Background: The City of Ukiah has a current contract with OpenGov for Transparency Gold. This application is used solely for presentation of budget and financial reporting numbers. In the past year, the chart of accounts has been updated to reflect internal changes through the budget process. Transparency Gold has been rolled out to City departments as an internal tracking system. Departments can review monthly revenues and expenditures as well as the ability to compare budget to actuals. The next step for Transparency Gold is to deploy it for public use. To compliment this and enhance the City's efforts to promote transparency and accountability, staff recommends implementing OpenGov's Performance Measures and Stories application.

Performance Measures and Stories give an intuitive understanding for citizens to grasp major components of

RECOMMENDED ACTION: Council to receive a presentation and authorize the City Manager to negotiate and execute an amended agreement with OpenGov and approve the corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: $6,500; Advertising & Promotion; 10012300.52510

PROPOSED BUDGET AMOUNT: $23,059 increase for a total of $29,559; Advertising & Promotion; 10012300.52510

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 43817, 44807

COORDINATED WITH: Mary Horger, Procurement Manager

Approved: Sage Sangiacomo, City Manager

City services, most notably its efforts toward moving forward its capital budget. Implementation will reduce manual reporting, data scrubbing, and formatting with on-demand access to dynamic, interactive dashboards. Adding an additional component to the suite, OpenGov integrations, will provide automatic updates to the platform reflecting in up-to-date data promoting accountability and alignment by establishing goals for departments, programs, or initiatives.

Discussion: Preparation for the 2018-19 Capital Improvement budget has already begun. The Budgeting Best Practices Ad Hoc committee has met to review and discuss the presentation of the capital budget. The budget team presented the Ad Hoc committee with an efficient way to track the progress of key city initiatives and bring tangible visibility, openness, and accountability to city operations. OpenGov's Performance Measures and Stories, coupled with OpenGov's integrations, allows for real time tracking of capital projects. Performance management will increase accountability, demonstrate progress, and show results by uniting financial and performance data. The Ad hoc requested staff to solicit pricing.

Performance Measure and Stories is a new product offered by OpenGov but has been and is currently being developed for a number of municipalities. Staff asked OpenGov for a list of agencies similar to Ukiah that are in contract for the product. In California, those cities include San Rafael and Modesto. Outside of California, such cities include Olympia, WA; Lenexa, KS; and Sandpoint, ID (population 8,000).

Currently the City is paying $6,500 annually for Transparency Gold. This was promotional pricing, which OpenGov is honoring in perpetuity, even though the price for this application is now $11,000 annually. The City's contract is up for renewal in January of 2018. The new contract proposed will include Transparency Gold, OpenGov Performance Measures and Stories, OpenGov Integrations, and a one-time fee for the implementation of OpenGov Performance Measures and Stories. The total cost for the first year will be $29,558.33 and each following year will be $23,700.00 for a contract term of five years.

OpenGov's proposal and proposed contract amendment is included here as Attachment 1.

OPENGOV, INC. AMENDED AND RESTATED SOFTWARE AGREEMENT

OpenGov, Inc.
955 Charter Street
Redwood City, CA 94063
United States

Contract Effective Date	1/1/2018	Prepared By	Greg Balter
Contract End Date	12/31/2022	Title	Account Executive
Contract Term	60 Months	Email Address	gbalter@opengov.com

CUSTOMER INFORMATION

Customer Name	City of Ukiah, CA	Bill To Name	City of Ukiah, CA
Contact Name	Daniel Buffalo	Bill To Address	300 Seminary Avenue
Phone	707-463-6220		Ukiah, CA 95482
Email Address	dbuffalo@cityofukiah.com		United States

ORDER DETAILS

Solution	Effective Date	End Date	Annual Fee	Total Price
OpenGov Reporting & Analysis	1/1/2018	12/31/2022	$6,500.00	$32,500.00
CREDIT for Prepaid Unused Fees for OpenGov Reporting & Analysis services from 1/1/2018 through 1/31/2018	1/1/2018	1/31/2018	$0.00	-$541.67
OpenGov Performance Measures and Stories	1/1/2018	12/31/2022	$13,500.00	$67,500.00
OpenGov Integrations	1/1/2018	12/31/2022	$3,700.00	$18,500.00
OpenGov Performance Measures and Stories Deployment	1/1/2018	12/31/2022	$0.00	$6,400.00

Annual Fee	$23,700.00	Grand Total	$124,358.33
Billing Frequency	Annual - See Chart Below		

Billing Date	Amount Du
January 1, 2018	$29,558.33
January 1, 2019	$23,700.00
January 1, 2020	$23,700.00
January 1, 2021	$23,700.00
January 1, 2022	$23,700.00

This Amended and Restated Software Agreement between **City of Ukiah, California** (the "Customer") and **OpenGov, Inc.** ("OpenGov") is effective as of the Contract Effective Date listed above and supersedes in its entirety that certain Software Agreement, dated **February 1, 2015,** between the parties.

This Amended and Restated Software Agreement ("Agreement") is entered into between OpenGov, Inc., with its principal place of business at 955 Charter Street, Redwood City, 94063 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Agreement includes and incorporates the OpenGov Terms and Conditions attached as Appendix A. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

SIGNATURE

Customer: City of Ukiah, CA		OpenGov, Inc.	
Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

TERMS AND CONDITIONS

APPENDIX A

OpenGov Terms and Conditions

1. SOFTWARE SERVICES

1.1 Subject to the terms and conditions of these OpenGov Terms and Conditions (the "Agreement"), OpenGov will use commercially reasonable efforts to perform the software services (the "Software Services") identified in the applicable Software Agreement entered into by OpenGov and Customer ("Software Agreement").

1.2 Customer understands that OpenGov's performance depends on Customer timely providing OpenGov with a copy of the Customer's chart of accounts in .csv or .xls format. In addition, Customer agrees to provide OpenGov with five or more years of general ledger data, also in .csv or .xls format, including budget data for the current year and actual expense and revenue data for past years. Any dates or time periods relevant to OpenGov's performance will be extended appropriately and equitably to reflect any delays caused by Customer's failure to timely deliver any such materials. OpenGov shall not be liable for any delays in performance under this Agreement resulting from Customer's failure to meet these obligations.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 This is a contract for access to the Software Services and Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Software Services, documentation or data related to the Software Services, except to the extent such a restriction is limited by applicable law; modify, translate, or create derivative works based on the Software Services; or copy, rent, lease, distribute, assign, sell, or otherwise commercially exploit, transfer, or encumber rights to the Software Services; or remove any proprietary notices.

2.2 Customer will use the Software Services only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions).

2.3 Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access or otherwise use the Software Services and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent.

3. OWNERSHIP. OpenGov retains all right, title, and interest in the Software Services and all intellectual property rights (including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature) therein.

4. CONFIDENTIALITY. Each party (the "Receiving Party") agrees not to disclose (except as permitted herein) any Confidential Information of the other party (the "Disclosing Party") without the Disclosing Party's prior written consent. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all documentation relating to the Software Services. "Confidential Information" does not include "Public Data," which is data that the Customer has previously released or would be required to release according to applicable federal, state, or local public records laws. The Receiving Party agrees: (i) to use and disclose the Confidential Information only in connection with this Agreement; and

(ii) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has become publicly known through no breach by the receiving party; (ii) was rightfully received by the receiving party from a third party without restriction on use or disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5. DATA LICENSE. Customer grants OpenGov a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information submitted by Customer to OpenGov for the development of new software or the provision of the Software Services.

6. PAYMENT OF FEES. The fees for the Software Services ("Fees") are set forth in the applicable Software Agreement. Customer shall pay all Fees within thirty (30) days after the date of OpenGov's invoice, which shall be billed as of the Effective Date. Taxes. All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("Sales Taxes"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes.

7. TERM & TERMINATION

7.1 Subject to compliance with all terms and conditions, the term of this Agreement shall be from the Contract Effective Date and shall continue until the Contract End Date specified on page one (1) of the Agreement (the "Initial Term"). The Customer will be billed according to the Billing Frequency as specified above. Unless either party declines to renew in writing no less than thirty (30) days before the Contract End Date, this Agreement shall renew for another period of the same duration as the Initial Term. The Customer will be billed on an annual basis for each twelve (12) month term. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement immediately upon notice.

7.2 Upon termination, Customer will pay in full for all Software Services performed up to and including the effective date of termination. Upon any termination of this Agreement: (a) all Software Services provided to Customer hereunder shall immediately terminate; and (b) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

7.3 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

8. WARRANTY AND DISCLAIMER

8.1 OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Software Services shall be performed in a professional and workmanlike manner in accordance with generally prevailing industry standards.

8.2 Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data provided to OpenGov for use in and in connection with this Agreement, or possesses the necessary authorization thereto; (iii) OpenGov's use of such materials in connection with the Software Services will not violate the rights of any third party and (iv) it will not transfer any Personally Identifiable Information ("PII") to the Software Services platform.

8.3 OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE

ACT THAT GAVE RISE TO THE LIABILITY.

10. MISCELLANEOUS. Capitalized terms not otherwise defined in these Terms and Conditions have the meaning set forth in the applicable Software Agreement. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines (as provided to OpenGov). If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by either party without the other party's prior written consent, provided however that either party may assign this Agreement to a successor to all or substantially all of its business or assets. This Agreement (including the Software Agreement) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.

APPENDIX B

OpenGov Service Level Metrics

1. SCHEDULED DOWNTIME. When needed, OpenGov will schedule downtime for routine maintenance or system upgrades ("Scheduled Downtime") for its Services. OpenGov shall exercise commercially reasonable efforts to schedule Scheduled Downtime outside of peak traffic periods. OpenGov will notify Customer's designated contact at least twenty-four (24) hours prior to the occurrence of Scheduled Downtime.

2. SYSTEMS ACCESSIBILITY WARRANTY. The Services will be accessible 99.9% of the time, 7 days of the week, and 24 hours per day, as calculated over a calendar month ("Systems Accessibility Warranty"). Such System Accessibility Warranty shall not apply to, and OpenGov will not be responsible for, any inaccessibility which: 1) results from Scheduled Downtime, including a maintenance period every Tuesday from 6:00pm Pacific Time to 11:00pm Pacific Time; 2) results from a failure of equipment, software or services not under the direct control of OpenGov; 3) results from the failure of communication or telephone access service or other outside service or equipment not the fault of OpenGov; 4) is caused by a third party not under OpenGov' control; or 5) is a result of causes beyond the reasonable control of OpenGov, including any force majeure event. To the extent solely under OpenGov' control, OpenGov shall be responsible for monitoring and maintaining adequate controls over Customer Data transmissions and storage. OpenGov shall be solely responsible for setting applicable data processing and transmission parameters.

APPENDIX C

OpenGov Support Services

1. Support. Customer support is available via email 12 hours per day, Monday through Friday, excluding OpenGov' corporate designated holidays. See below for a list of holidays observed by OpenGov. Problems may be reported any time, however, OpenGov will not be obligated to assign work after business hours (9 a.m. to 5 p.m. Pacific Time).

2. Liaisons. On or before the Activation Date, Customer and OpenGov shall each designate a liaison as a respective point of contact for technical issues. Each party may change such liaison upon written notice from time to time at reasonable intervals. OpenGov will not be obligated to provide support to any person other than the Customer's designated liaison.

3. Holidays. OpenGov observes the following holidays: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Eve.

Agenda Item No.: 13d

MEETING DATE/TIME: 12/20/2017

PEAK ITEM NO: COU-236-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Discussion and Appointments Regarding 2018 Council Assignments, and Consideration of Disbandment and Modification to City Council Committees and Ad Hocs

DEPARTMENT: Clerk/Admin **PREPARED BY:** Ashley Cocco

ATTACHMENTS:

Attachment 1 - 2018 Council Assignments List - DRAFT

Summary: Mayor Doble will make his recommendations for the 2017 Council Special Assignments to Boards, Commissions, and Committees.

Background: City of Ukiah Councilmembers take an active role in various commissions and committees that are part of city, county, regional, and statewide governance and interests.

Each year, the Mayor leads a discussion and makes annual appointments for members assigned to the various groups. The assignments are broken out into four categories as follows:

County / Regional (On-going; Principal Representative + Alternate) - The City takes part in decision making by these groups and is represented by an appointed member, who has a designated alternate. These assignments require attendance at a monthly meeting.

RECOMMENDED ACTION: 1) Discuss Mayor's recommended assignments, making any possible appointments or re-assignments; 2) Consider the possible continuation, disbandment, and addition of City Council ad hoc committees; and 3) Direct the City Clerk to finalize and attach the 2018 Council Assignments and Ad Hoc Committee List to the December 20, 2017 Minutes.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Kristine Lawler, City Clerk and Sage Sangiacomo, City Manager

Approved: Sage Sangiacomo, City Manager

County / Regional (On-going; One + Staff Alternate) - The City takes part in discussions, may be a member of the Board, or have ex officio status (observer). City staff is active with these groups and serves as an alternate or single representative for the City. These groups have monthly meetings.

Local / County / Regional Liaisons (On-Going; One or Two Council and/or Staff) - This group varies; some meetings are regularly scheduled and others are arranged occasionally as needed. This group includes appointments that may, from time to time, include a Board seat for a City Council member.

Ad Hoc Committees (Limited Time; Two Council + Principal Staff Support) - The City Council may establish and appoint Ad Hoc members at any time throughout the year. Ad Hoc committees are for specific issues and do not carry over year to year unless that specific issue remains under discussion.

***Note: Although the Council Ad Hoc Committees are a part of the Council Special Assignment List, they are officially appointed by the Council at various meetings, and are subject to Council approval for any changes.

Discussion: Staff Recommendations: Attachment 1 is a draft of the 2018 Council Special Assignment List with Ad Hoc Committees included. The Mayor can lead a discussion with Council regarding Council assignments and make any appointments or reassignments per that discussion. Staff recommends directing the City Clerk to attach the finalized copy of the 2018 Council Assignments List to the December 20, 2017 Minutes for recordation.

2018 COUNCIL ASSIGNMENTS - DRAFT

Attachment 1

COUNTY/REGIONAL OnGoing One + Alternate	MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Mendocino Council of Governments (MCOG)	1st Monday of month, 1:30 p.m.	Board of Supervisors Chambers; 501 Low Gap Rd., Ukiah	Executive Director 367 N. State Street, Ste. 206 Ukiah, CA 95482 463-1859	Plan and allocate State funding, transportation, infrastructure and project County wide.	**Scalmanini** **Brown - Alternate**	**Rick Seanor,** Deputy Director of Public Works; 463-6296 rseanor@cityofukiah.com
Mendocino County Inland Water and Power Commission	2nd Thursday of month, 7:00 p.m.	Civic Center 300 Seminary Ave. Conf. Room 5	IWPC Staff P.O. Box 1247 Ukiah, CA 95482 391-7574 - Candace Horsley	Develops coordination for water resources and current water rights: Potter Valley project - Eel River Diversion	**Doble** **Brown - Alternate**	**Sean White,** Water/Sewer Director; 463-5712 swhite@cityofukiah.com
Mendocino Solid Waste Mgmt. Authority (MSWMA)	3rd Thur. of every other month (varies) 10:00 a.m.	Willits Council Chambers	Solid Waste Director 3200 Taylor Dr. Ukiah, CA 95482 468-9710	County-wide Solid Waste JPA	**Brown** **Doble - Alternate**	**Tim Eriksen,** Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino Transit Authority (MTA) Board of Directors	Last Wednesday of month, 1:30 p.m.	Alternating locations - Ukiah Conf. Ctr. Or Ft. Bragg, or Pt. Arena	Executive Director 241 Plant Road Ukiah, CA 95482 462-1422	County-wide bus transportation issues and funding	**Scalmanini** **Brown - Alternate**	**Tim Eriksen,** Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
North Coast Opportunities (NCO)	Fourth Wednesdays monthly	Alernating locations - Ukiah and Lakeport	Ross Walker, Governing Board Chair North Coast Opportunities 413 North State Street Ukiah, CA 95482	Assist low income and disadvantaged people to become self reliant.	**Tami Bartolomei** (Appointed 4/05/2017)	**Tami Bartolomei,** Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
North Coast Rail Authority (NCRA)	2nd Wednesday of month, 10:30 a.m.	Various Locations - announced	419 Talmage Road, Suite M Ukiah CA 95482 463-3280	Provides a unified & revitalized rail infrastructure meeting the freight and passenger needs of the region	**Mulheren**	**Shannon Riley,** Deputy City Manager; 467-5793 sriley@cityofukiah.com
Russian River Watershed Association	4th Thursday of month, 9:00 a.m. (only 5 times a year)	Windsor Town Hall	Russian River Watershed Association Attn: Daria Isupov 425 South Main St., Sebastopol, CA 95472 666-4857	Consider issues related to Russian river - plans projects and funding requests	**Doble** **Brown - Alternate**	**Sean White,** Water/Sewer Director; 463-5712 swhite@cityofukiah.com
Ukiah Valley Basin Groundwater Sustainability Agency (GSA)	Forthcoming	Forthcoming	County Executive Office Sarah Dukett or Nicole French 501 Low Gap Rd., Rm. 1010 Ukiah, CA 95482 463-4441	Serves as the Groundwater Sustainability Agency in the Ukiah Valley basin.	**Crane** **Doble - Alternate**	**Sean White,** Water/Sewer Director; 463-5712 swhite@cityofukiah.com
COUNTY/REGIONAL One + Staff Alternate	**MTG DATE/TIME**	**MEETING LOCATION**	**MAILING ADDRESS/CONTACT**	**COMMITTEE FUNCTION**	**ASSIGNED TO**	**PRINCIPAL STAFF SUPPORT**
Depot Infrastructure Development	TBD	TBD	300 Seminary Ave. Ukiah, CA 95482	Review and advise regarding public infrastructure improvements in and around the railroad depot property and area	**Doble** (no alternate necessary)	**Shannon Riley,** Deputy City Manager; 467-5793 sriley@cityofukiah.com
Economic Development & Financing Corp. (EDFC)	2nd Thursday of month. 2:00-4:30 p.m.	Primarily 631 S. Orchard St., but location varies	Executive Director 631 South Orchard Ukiah, CA 95482 467-5953	Multi-agency co-op for economic development and business loan program	**Doble** **Riley - Alternate**	**Shannon Riley,** Deputy City Manager; 467-5793 sriley@cityofukiah.com
Greater Ukiah Chamber of Commerce Liaison **ex officio**	4th Wednesday of month, 9:00 a.m.	Conference Center 200 S. School Street, Ukiah	200 S. School Street Ukiah, CA 95482 462-4705	To represent and set policy for Chamber and area businesses.	**Doble** **Riley - Alternate**	**Shannon Riley,** Deputy City Manager; 467-5793 sriley@cityofukiah.com; **Kerry Randall,** Facilities Admin; 463-6706 KRANDALL@cityofukiah.com
Homeless Shelter	2nd Thursday of month. 2:00 p.m.	260 Hospital Drive, 2nd Floor Conference Room	631 Tokay Avenue Ukiah, CA 95482 or MCAVHN at: P.O. Box 1350 Ukiah, CA 95482 Judy Popowski - 463-6655	HSAG (Homeless Services Action Group).	**Scalmanini**	**Shannon Riley,** Deputy City Manager; 467-5793 sriley@cityofukiah.com
Main Street Program Board of Directors **ex officio**	1st Thursday of month, 8:00 a.m.	200 S. School Street, Ukiah	200 S. School St. Ukiah, CA 95482 463-6729	Develops activities for downtown economic development program	**Mulheren** **Riley - Alternate**	**Shannon Riley,** Deputy City Manager; 467-5793 **Kerry Randall,** Facilities Admin; 463-6706 KRANDALL@cityofukiah.com
Sun House Guild ex officio	2nd Tuesday of month, 4:30 - 6:30 p.m.	Sun House, 431 S. Main St. Ukiah	431 S. Main Street Ukiah, CA 95482 467-2836	Support and expand Grace Hudson Museum	**Scalmanini** **Sangiacomo - Alternate**	**Tami Bartolomei,** Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com **Sherrie Smith-Ferri,** Museum Director/Cultural Arts; 467-2836 sherrie@gracehudsonmuseum.org
Mendocino Youth Project JPA Board of Directors	3rd Wednesday of the month, 7:45 a.m.	776 S. State Street Conference Room	Mendocino Co. Youth Project 776 S. State Street, Ste. 107 Ukiah, CA 95482 707-463-4915	targets all youth with a focus on drug and alcohol prevention, healthy alternatives and empowering youth to make healthy choices.	**Brown** **Chief Dewey - Alternate**	**Chris Dewey,** Police Chief; 463-6245 cdewey@cityofukiah.com
Northern California Power Agency (NCPA)	4th Thursday of month, 9:00 a.m. *(See calendar from NCPA)*	Roseville, CA and other locations	651 Commerce Drive Roseville, CA 95678 916-781-4202	Pool of public utilities for electric generation and dispatch	**Crane** **Grandi - Alternate**	**Mel Grandi,** Electric Utility Director; 463-6295 mgrandi@cityofukiah.com

2018 COUNCIL ASSIGNMENTS - DRAFT

Attachment 1

LOCAL/COUNTY/REGIONAL/LIASONS OnGoing One or Two Council and/or Staff	MTG DATE/TIME	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
League of California Cities Redwood Empire Legislative Committee	Prior to Division Meetings, meets 3x in person and then via conference call.	Various locations that are announced.	Redwood Empire League President; Public Affairs Program Mgr. (916) 658-8243	Elected city officials and professional city staff attend division meetings throughout the year to share what they are doing and advocate for their interests in Sacramento	**Mulheren** **Doble - Alternate**	**Sage Sangiacomo,** City Manager; 463-6221 ssangiacomo@cityofukiah.com
City Selection Committee	Called as required by the Clerk of the Board	BOS Conf. Room 501 Low Gap Rd. Rm. 1090, Ukiah	C/O: BOS 501 Low Gap, Rm 1090 Ukiah, CA 95482 463-4441	Makes appointments to LAFCO and Airport Land Use Commission	**Mayor**	**Kristine Lawler,** City Clerk; 463-6217 klawler@cityofukiah.com
Investment Oversight Committee	Varies	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Reviews City investments, policies, and strategies	**Crane** **Alan Carter,** Treasurer	**Dan Buffalo,** Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Library Advisory Board	3rd Thursday of month, 1:00 p.m.	Various Mendo County Libraries	Ukiah County Library 463-4491	Review library policy and activities	**Mulheren**	**Kristine Lawler,** City Clerk; 463-6217; klawler@cityofukiah.com
Ukiah Players Theater Board of Directors	3rd Tuesday of month, 6:00 p.m	1041 Low Gap Rd Ukiah, CA 95482 462-1210	1041 Low Gap Rd Ukiah, CA 95482 462-1210	To oversee the activities, organization and purpose of the Ukiah Players Theater.	**Sangiacomo** **Greg Owen,** Airport Mgr.	**Kristine Lawler,** City Clerk; 463-6217 klawler@cityofukiah.com
Ukiah Unified School District (UUSD) Committee	Quarterly	511 S. Orchard, Ste. D Ukiah, CA 95482	511 S. Orchard Ukiah, CA 95482	Information exchange with UUSD Board Chair, Mayor, Superintendent and City Manager	**Mayor**	**Sage Sangiacomo,** City Manager; 463-6221 ssangiacomo@cityofukiah.com
Russian River Flood Control District (RRFCD)	2nd Monday of the month, 5:00 p.m.	151 Laws Ave., Suite D	151 Laws Ave. Ukiah, CA 95482	Proactively manage the water resources of the upper Russian River for the benefit of the people and environment of Mendocino County.	**Doble**	**Sean White,** Water/Sewer Director; 463-5712 swhite@cityofukiah.com
Health & Human Services Liaisons	2nd Wednesday; 9:00 - 11:00 a.m.	Big Sur Room in Co. Dept. of Social Svcs.	Executive Director Jackie Williams - 462-1934 c/o Ford St. Project 139 Ford St. Ukiah CA 95482	Discussions and possible work on health and human service issues	**Brown - Liaison**	**Sage Sangiacomo,** City Manager; 463-6221; ssangiacomo@cityofukiah.com
Mendocino County Local Area Formation Commission (LAFCO)	1st Monday of month, 9:00 a.m.	Board of Supervisors Chambers	Executive Director 200 S. School Street, Ste. 2 Ukiah, CA 95482 463-4470	Required by legislation - planning spheres of influence, annexation, service areas, and special districts	**Doble**	**Kevin Thompson,** Interim Director of Planning; 463-6219 kthompson@cityofukiah.com
Mendocino County Airport Land Use Commission	As needed	BOS Conf. Room 501 Low Gap Rd. Rm. 1090, Ukiah	Mendocino County Executive Office 501 Low Gap Rd. Rm. 1010 Ukiah, CA 95482	To formulate a land use compatibility plan, provide for the orderly growth of the airport and the surrounding area, and safeguard the general welfare of the inhabitants within the vicinity.	**None from Ukiah Council currently**	**Kristine Lawler,** City Clerk; 463-6217 klawler@cityofukiah.com
Mendocino County 2nd District Liaison	Once a month	TBD	TBD	To coordinate activities and policy development with the City's 2nd District Supervisor	**Mayor Doble / Vice Mayor Mulheren (Alternate)**	**Sage Sangiacomo,** City Manager; 463-6221; ssangiacomo@cityofukiah.com
Fire Executive Committee	TBD	Ukiah Valley Conference Center, 200 S. School Street, Ukiah	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Per the recently adopted agreement between the City of Ukiah and the Ukiah Valley Fire Protection District	**Brown / Doble**	**Kirk Thomsen, Interim Fire Chief; 462-7921 x400; kthomsen@cityofukiah.com**

2018 AD HOC COMMITTEES		
COMMITTEE	**ASSIGNED TO**	**PRINCIPAL STAFF SUPPORT**
Electric Grid Operational Improvements	**Crane/Scalmanini**	**Mel Grandi,** Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
Rate Studies for Electric, Water, Sewer	**Crane/Doble**	**Mel Grandi,** Electric Utility Director; 463-6295 mgrandi@cityofukiah.com**;** **Tim Eriksen,** Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com**;** **Sean White,** Water/Sewer Director; 463-5712 swhite@cityofukiah.com**;** **Dan Buffalo,** Director of Finance 463-6220 dbuffalo@cityofukiah.com
Sales Tax Sharing	**Crane/Doble**	**Sage Sangiacomo,** City Manager; 463-6221 ssangiacomo@cityofukiah.com; **Guy Mills,** Project & Grant Admin; 467-5719 gmills@cityofukiah.com; **David Rapport,** City Attorney; 467-2800 drapport@cityofukiah.com **Dan Buffalo,** Finance Director; 463-6220 dbuffalo@cityofukiah.com
Ukiah Valley Sanitation District Mediation	**Crane/Doble**	**Tim Eriksen,** Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com **Sean White,** Water Resources Director; 467-5712 swhite@cityofukiah.com
Solid Waste Rate	**Brown/Mulheren**	**Tim Eriksen,** Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com **Dan Buffalo,** Finance Director; 463-6220 dbuffalo@cityofukiah.com;
Groundwater Sustainability	**Crane/Doble**	**Sean White,** Water/Sewer Director; 463-5712 swhite@cityofukiah.com
Marijuana Legislation and Policy	**Mulheren/Brown**	**Chris Dewey,** Police Chief; 463-6245 cdewey@cityofukiah.com **Craig Schlatter,** Community Dev. & Planning Director; 463-6219 cschlatter@cityofukiah.com
Strategic Planning	**Crane/Doble**	**Sage Sangiacomo,** City Manager; 463-6221 ssangiacomo@cityofukiah.com
Landfill Closure	**Crane/Scalmanini**	**Tim Eriksen,** Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
City Water Rights	**Doble/Crane**	**Sean White,** Water/Sewer Director; 463-5712 swhite@cityofukiah.com
Downtown Parking Management	**Mulheren/Brown**	**Shannon Riley,** Deputy City Manager; 467-5793 sriley@cityofukiah.com
Budget Development Best Practices and Financial Policy	**Crane/Doble**	**Dan Buffalo,** Finance Director; 463-6220 dbuffalo@cityofukiah.com; **Sheri Mannion,** Human Resource Director/Risk Manager, 463-6272, smannion@cityofukiah.com
Public Works Project Specification Development	**Crane/Doble**	**Tim Eriksen,** Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Sanctuary City	**Brown/Scalmanini**	**Shannon Riley,** Deputy City Manager; 467-5793 sriley@cityofukiah.com
Uniform Cost Accounting	**Crane/Mulheren**	**Tim Eriksen,** Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Cost Allocation Plan	**Crane/Doble**	**Dan Buffalo,** Finance Director; 463-6220 dbuffalo@cityofukiah.com