

**CITY OF UKIAH
CITY COUNCIL AGENDA
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
September 21, 2016
6:00 p.m.**

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

- a. Proclamation for Pollution Prevention Week and Creek Week 2016.
- b. Presentation, 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.
- c. Presentation by Pacific Gas and Electric Regarding Community Pipeline Safety Initiative.

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

- a. Minutes of September 7, 2016, a Regular Meeting.
- b. Minutes of September 14, 2016, a Regular Adjourned Meeting.

6. RIGHT TO APPEAL DECISION

Persons who are dissatisfied with a decision of the City Council may have the right to a review of that decision by a court. The City has adopted Section 1094.6 of the California Code of Civil Procedure, which generally limits to ninety days (90) the time within which the decision of the City Boards and Agencies may be judicially challenged.

7. CONSENT CALENDAR

The following items listed are considered routine and will be enacted by a single motion and roll call vote by the City Council. Items may be removed from the Consent Calendar upon request of a Councilmember or a citizen in which event the item will be considered at the completion of all other items on the agenda. The motion by the City Council on the Consent Calendar will approve and make findings in accordance with Administrative Staff and/or Planning Commission recommendations.

- a. Approval of Disbursements for the Month of August.
- b. Notification to City Council of the Purchase of NPDES Toxicity Testing Services for the Wastewater Treatment Plant from Pacific Ecorisk for a Total not to Exceed \$18,020.00.
- c. Adoption of Resolution Designating Darcy Vaughn as Assistant City Attorney.

- d. Award of Contract for Environmental Impact Report Services for the Costco Wholesale Warehouse Project to Dudek and Associates in the Amount of \$39,205.
- e. Notification of Contract Award to Chem-Dry of Mendocino County for Carpet Cleaning Services for a Three Year Term at Various City Locations.
- f. Possible Adoption of Ordinance Amending the Ukiah City Code to Authorize City Council to Provide a Bidding Preference for Local Vendors by Resolution.
- g. Reporting Contract with Ready Set Go Services, LLC for Finance Project Assistance in the Amount of \$20,000, and Requesting Authorization to Amend the Contract for Additional Services as Needed.
- h. Adoption of Resolution Designating City Officials who may Contract for City Banking Services with MUFG Union Bank, N.A.

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)

12. UNFINISHED BUSINESS

- a. Update Regarding Emergency Winter Shelter and Possible Direction Regarding Disbursement of Funds.
- b. Approve Contract between Solid Waste Systems and Potrero Hills Landfill for Municipal Solid Waste Disposal and Disposal of the Municipal Solid Waste at Potrero Hills Landfill in Suisun City California; and Approve Amendment to Transfer Station Agreement between City and Solid Waste System and Amended Transfer Station Lease between City and Solid Waste Systems.
- c. Financial Plan to Extinguish in Fifteen Years the Estimated Unfunded Closure and Thirty-Year Post Closure Maintenance Costs, and the Corrective Action Plan (Cap) Reserve Requirements Mandated by Calrecycle for the Ukiah Landfill.
- d. Receive Report of Recommended Rate Adjustments at Ukiah Transfer Station for Future Consideration.
- e. Adoption of Resolution Initiating the Prop 218 Process, Solid Waste Curbside Collection Rates, Fees, and Charges; and Adoption of Resolution Adopting the Guidelines for the Submission and Tabulation of Protests in Connection with the Rate Hearings.

13. NEW BUSINESS

- a. Update on the Ukiah Valley Golf Course and Request for Approval for the City Manager to Negotiate and Execute an Interim Amendment to the Lease agreement Contingent upon Consent of the Ukiah Men's and Women's Golf Clubs, and Approval of Corresponding Budget Amendment(s).

14. CLOSED SESSION – Closed Session may be held at any time during the meeting.

a. Conference with Legal Counsel – Anticipated Litigation

Significant exposure to litigation pursuant to Cal. Gov't Code Section 54956.9(d)(2) Number of potential cases (1) (Landfill)

b. 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*

c. 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*

d. Conference with Legal Counsel – Existing Litigation

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

Name of case: *County of Mendocino v. Solid Waste System, Inc. et al., Mendocino County Superior Court, Case No. SCUK-CVG-11-59459*

e. Conference with Legal Counsel – Existing Litigation

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

Name of case: *Ukiah Citizens for Safety First v. City of Ukiah, Mendocino County Superior Court, Case No. SCUKCVPT 14-63579*

15. ADJOURNMENT

Please be advised that the City needs to be notified 72 hours in advance of a meeting if any specific accommodations or interpreter services are needed in order for you to attend. The City complies with ADA requirements and will attempt to reasonably accommodate individuals with disabilities upon request. Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection at the front counter at the Ukiah Civic Center, 300 Seminary Avenue, Ukiah, CA 95482, during normal business hours, Monday through Friday, 8:00 am to 5:00 pm.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the bulletin board at the main entrance of the City of Ukiah City Hall, located at 300 Seminary Avenue, Ukiah, California, not less than 72 hours prior to the meeting set forth on this agenda.

Dated this 16th day of September, 2016.

Kristine Lawler, City Clerk



ITEM NO.: 3a

MEETING DATE: September 21, 2016

AGENDA SUMMARY REPORT

SUBJECT: PROCLAMATION FOR POLLUTION PREVENTION WEEK AND CREEK WEEK 2016

Summary: Council to issue a proclamation for Pollution Prevention Week and Creek Week 2016.

Background and Discussion: The City of Ukiah takes this opportunity to remind all of the importance to keep our creeks and rivers healthy. The City's stormwater management program is being implemented to reduce pollutants in our waterways. Only rain is allowed in the storm drain.

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

RECOMMENDED ACTION(S): Issue a proclamation for Pollution Prevention Week and Creek Week 2016.

ALTERNATIVES: N/A

Citizens advised: N/A
Requested by: Tim Eriksen, Director of Public Works / City Engineer
Contact/Prepared by: Rick Seanor, Deputy Director of Public Works
Coordinated with: Sage Sangiacomo, City Manager
Presenter: Tim Eriksen, Director of Public Works / City Engineer
Attachment: 1. Proclamation

COUNCIL ACTION DATE: _____: ☐ Approved ☐ Continued to _____ ☐ Other _____

RECORDS APPROVED: ☐ Agreement: _____ ☐ Resolution: _____ ☐ Ordinance: _____

Note: Please write Agreement No. in upper right corner of agreement when drafted.

Approved: 
Sage Sangiacomo, City Manager

PROCLAMATION

OF THE UKIAH CITY COUNCIL

RECOGNIZING

Pollution Prevention Week and Creek Week 2016

WHEREAS, throughout the United States the week starting on the third Monday of September is recognized as National Pollution Prevention Week; and

WHEREAS, throughout much of California, including the Russian River watershed, cities, counties and other stewardship organizations are recognizing the fourth week of September as Creek Week; and

WHEREAS, our pollution prevention practices are intrinsically linked to the health of our watershed lands and waterways; and

WHEREAS, the City of Ukiah supports programs to reduce pollution, to increase the environmental quality of our watershed lands and waterways, and to provide our communities with the knowledge to be effective stewards of the Russian River watershed lands and waterways; and

WHEREAS, the nearly 1,500 square miles of lands, 238 creeks, and approximately 350,000 residents of the Russian River watershed are connected and mutually support each other; and

WHEREAS, the Russian River along with its tributaries and associated features are important resources to the people of Ukiah, Mendocino County, and Sonoma County; and

WHEREAS, pollution in the form of trash and debris, chemicals from industry and everyday living, and sediment from construction and many land uses and activities all have the potential to degrade the quality of life and the quality of resources within the Russian River watershed; and

WHEREAS, the City of Ukiah through our Stormwater Management Program strives to protect our lands and waterways through ongoing pollution prevention outreach which aims to raise awareness of the harmful effects of pollutants to our natural systems; and

WHEREAS, during Pollution Prevention Week and Creek Week, creek, river, and ocean clean-up campaigns will take place throughout Mendocino and Sonoma Counties.

WHEREAS, in the City of Ukiah, our community is supporting Creek Week by sponsoring the Orr Creek Clean-up on September 17, 2016, registration is at Orr Street Bridge beginning at 9:00 am.

NOW, THEREFORE, BE IT RESOLVED, that I, Stephen G. Scalmanini, Mayor, with my fellow Ukiah City Council members Jim Brown, Douglas F. Crane, Kevin Doble, and Maureen Mulheren do hereby proclaim that September 19-25, 2016 is Pollution Prevention Week and September 17-25, 2016 is Creek Week in the City of Ukiah, and ask all members of our community to support efforts to protect and enrich our watershed health by taking active steps to reduce pollution and care for our environment throughout the year.

Signed and sealed, this 21st day of September, in the year Two Thousand Sixteen.

Stephen G. Scalmanini, Mayor



ITEM NO.: 3b

MEETING DATE: September 21, 2016

AGENDA SUMMARY REPORT

SUBJECT: PRESENTATION, 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

Background and Discussion: In September 2013, the Ukiah Valley Sanitation District 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.

This 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 are 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 (Attachment 1), as well as an informational piece that will be available on the City's website (Attachment 2).

The presentation will explain the relationship between the two agencies and provide responses to some of the most frequently asked questions about this matter to better inform the public about the consequences of this litigation. The Council may elect to discuss the matter further and, if desired, provide direction to Staff and/or consider any related action(s). As part of this agenda item, the Council does not intend to consult with legal counsel regarding the litigation itself and does not intend to waive evidentiary privileges for attorney-client communication or attorney work product.

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

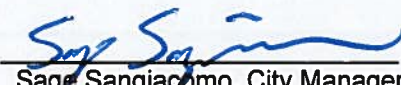
ALTERNATIVES: n/a

Citizens advised: n/a
Requested by: City Council (Councilmembers Crane and Doble)
Prepared by: Sage Sangiacomo, City Manager
Coordinated with: David Rapport, City Attorney
Presenters: Sage Sangiacomo, City Manager
Attachments: 1. Letter to UVSD Board, September 14, 2016
2. Points of interest regarding UVSD vs. City of Ukiah

COUNCIL ACTION DATE: _____: ☐ Approved ☐ Continued to _____ ☐ Other _____

RECORDS APPROVED: ☐ Agreement: _____ ☐ Resolution: _____ ☐ Ordinance: _____

Note: Please write Agreement No. in upper right corner of agreement when drafted.

Approved: 
Sage Sangiacomo, City Manager



September 14, 2016

Chairman Ronco and Board Members
Board of Directors
Ukiah Valley Sanitation District
151 Laws Ave.
Ukiah, CA 95482

SENT BY EMAIL AND REGULAR U.S. MAIL

Re: UVSD v. City of Ukiah

Dear Chairman Ronco and Board Members:

The lawsuit filed by the District against the City is having immediate and serious adverse consequences affecting the sewer system and the ratepayers in the City and the District. As you know, the City was recently awarded \$25,564,000 from the Clean Water State Revolving Loan Fund (CWSRF) and \$9,996,000 in grants from the Water Recycling Funding Program (WRFP) to construct Phases I – III of the Recycled Water Project. In addition, the City is in the process of applying for up to an additional \$13,000,000 from the CWSRF and \$7,000,000 from the WRFP for the final phase.

For a phone call on April 18, 2016, between the City Attorney and Sergio Rudin, staff attorney with the Office of Chief Counsel, State Water Resources Control Board, Mr. Rudin sent the City Attorney a copy of the standard legal opinion that will be required before the Department of Water Resources will enter a loan agreement with the City. That opinion requires the City's legal counsel to state that "...there is no...suit...pending or threatened against or affecting the City's...wastewater system or the assets, properties or operations of the City relating to its...wastewater system which, if determined adversely to the City or its interests would result in any material change in the assets or financial condition of the City, the City's...wastewater system or the financial condition thereof." In a telephone conference call among City staff and officials in the Department of Water Resources on June 28, 2016, the Department staff raised the issue of the District's lawsuit and specifically advised City staff that the pendency of the lawsuit and the possibility of the District rescinding the Financing Agreement between the City and the District will prevent the Department from entering any loan agreements with the City. The City was advised that these funds will no longer be reserved for the City if the lawsuit is still pending and unresolved at the end of this year.

This project is not a frivolous "feel-good" environmental program; it is, by far, the most cost-effective alternative to the State's stricter regulations on discharging to the Russian River. If we lose the loans and grants for the recycled water system, the City and District will need to upgrade the plant to comply with the new standards. Staff estimates compliance with current regulatory requirements will cost up to \$30,000,000 in the short term, and will likely increase over time with escalating regulatory requirements if discharge to the river continues. It is important to note the treatment plant was modified less than a decade ago at a cost of \$75,000,000 and is already "out of compliance" due to new regulatory requirements that did not exist until after the upgrade project was under construction in 2006. In addition, it is highly likely that no discharge whatsoever into the river will be allowed in the foreseeable

future. These inevitable mandates will result in additional future costs that could be avoided by developing a recycling system now.

Councilmembers have discussed the consequences of losing this funding with District board members in the past and we have also discussed the other financial impacts of this litigation on both the City and the District.

To avoid these serious adverse financial impacts, the City proposes that the District 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 Council and staff have been frustrated by the unresolved conflict between the City and the District, but also recognize that the current District Board feels strongly about its grievances. There are new faces at the City, including four new City Council members, a new City Manager, new Director of Water and Sewer and a new Finance Director who are prepared to address the District's concerns with an open mind, a commitment to honest and transparent communication and a desire to establish a productive long-term working relationship with the District. The City is prepared to engage in serious negotiations to address the District's concerns as long as the District Board is prepared to likewise negotiate in good faith and seriously consider the City's concerns.

If necessary, the parties could agree on terms that would allow the District to refile its law suit in the future without prejudice, if the parties fail to reach agreement. As the last year has made clear, however, the parties cannot conduct this expensive, disruptive and time consuming litigation and at the same time work to resolve their disagreements, and the pending lawsuit has and threatens to further cost the ratepayers in the District and the City millions of dollars which will ultimately increase their rates for sewer service.

Very truly yours,


Stephen G. Scalmanini, Mayor


Jim O. Brown, Vice Mayor


Douglas F. Crane, Councilmember


Kevin Doble, Councilmember


Maureen Mulheren, Councilmember

cc: City Manager
District General Manager



Frequently Asked Questions:

Ukiah Valley Sanitation District vs. City of Ukiah

Why are there two government agencies for one wastewater treatment plant and collection system?

Since 1897, the City of Ukiah has operated the municipal wastewater system. The system has expanded as demand and regulation necessitated collection and treatment upgrades. In 1950's, the Ukiah Valley Sanitation District was formed by the County to work in conjunction with the City of Ukiah to leverage the City's existing system to serve the area outside the city limits and eliminate the need for duplicated facilities.

In 1955, the City and the District entered the first agreement under which the City agreed to build a new sewer plant to serve the City and the District. The District agreed to construct a trunk sewer line from the treatment plant to serve both City and District territory. The City agreed to operate and maintain the sewer plant, the trunk sewer and the pipelines and pump stations which collect sewage in the City and the District and transport it to the sewer plant for treatment. The agreement had a term of 40 years.



The original 1955 agreement was amended four times between 1955 and 1985. In 1995 the City and the District entered a new 30 year agreement, which has been amended twice. In 2006, the City and the District entered a Financing Agreement which set out the terms under which the City and the District would share the cost of repaying \$75 Million the City borrowed to rebuild the sewage treatment plant. That money came from bonds issued for the City by the Association of Bay Area Governments.

For roughly 60 years, the City has provided reliable sewer service to both City and District customers. Through a series of participation agreements, the Ukiah Valley Sanitation District utilizes City of Ukiah staff and resources for engineering, compliance, maintenance, administration and operation of the collection system and Wastewater Treatment Plant (WWTP). Throughout this period, the system was operated as a single operation with ratepayers within the City and District paying the same price for all services.

The City is able to leverage administrative, labor, and equipment cost savings to the wastewater system fund by sharing costs with other city operations. For example, the City has a single billing and collections department that serves water, sewer, garbage collection and electric. In addition, the City has a consolidated field maintenance crew and fleet that serves both the water distribution system and wastewater collection system.

What is the governance structure for the agencies?

The City of Ukiah is governed by the City Council. The Ukiah Valley Sanitation District was originally governed by a three-member Board of Directors consisting of two members of the County's Board of Supervisors and one

member of the Ukiah City Council. In 2008, the District modified its governance structure to a directly elected five member Board of Directors. Since the change in governance and the original election for Directors, incumbents have run unopposed and new members have been appointed by the existing board to fill vacated seats without an election.

After 2008, the District began to adopt rates and connection fees that are different than the City's and has made a number of other decisions that will ultimately result in increased sewer rates for everyone with no compensating benefits to ratepayers in the City or the District.

How have operations changed at the District since the change in governance structure?

Since 2008, the District has increased its administrative costs from just under \$6,000 in 2008 to more than \$290,000 per year.

Additionally, the District has elected to impose different rates and connection fees than are charged by the City, to the detriment of business development and new housing.

For example, Branches Restaurant, located in the UVSD, paid \$75,537 to the District in sewer connection fees. Under the revised fee schedule, adopted in 2011, those fees would be \$196,700.

A dialysis clinic in the District paid \$67,983 in connection fees in 2010; under the new schedule, their fees would be \$105,170.

An expansion of Star's Restaurant was abandoned because of the increased fees. Their proposed banquet room, which did not include any new plumbing, would have triggered sewer connection fees of \$1,224 per seat.

Other new developments have also been abandoned because of the prohibitive fee structure. A new laundromat in the District, which would likely serve the lowest income population, would be required to pay \$24,540 per washing machine, versus \$2,500 in the City.

Without new connections, the existing ratepayers pay the burden of under-utilized capacity upgrades. Also, the application of different rates increases the costs of administration.

Why is the Ukiah Valley Sanitation District suing the City of Ukiah?

In September 2013, the District filed a claim for damages with the City and one month later filed its lawsuit in October 2013. In its lawsuit, the District seeks damages for alleged breaches of the various versions of the agreements between the City and the District, starting with the original 1955 agreement. The District alleges that the City overcharged the District under the 1966 amendment to the 1955 agreement. It claims that the City overcharged the District under the 1985 amendment to the 1955 agreement. It makes similar claims under the 1995 agreement and its two amendments. The District also seeks to get out of the Financing Agreement which obligates the District to pay its share of the cost to rebuild the sewer plant. Bonds were issued by ABAG in 2006 in reliance on that agreement. The bonds were insured and the insurance company likewise relied on the District's commitments in the Financing Agreement, when it insured the bonds in 2006. The bondholders relied on the District's commitment, when they purchased the bonds. The sewer plant reconstruction was completed in 2009, and, of course, serves both the City and the District.

The District's decision to allege contract breaches covering more than 50 years and multiple agreements, some of which expired 21 years ago, make the lawsuit a nightmare to litigate. The current City officials and staff believe



that the facts alleged by the District establish a course of dealing over many years between the City and the District's Board of Directors during which the District Board knew how the City was performing under the agreements, because the City provided that information through staff reports and appearances before the Board, the submission to and approval by the Board of annual budgets for the sewer system, annual audits of the City's financial statements and joint meetings of the Board and the City Council. However, reconstructing those interactions over this extended time period, challenges the memories of the participants who are still alive and who can be located and involves hundreds of thousands and perhaps millions of pages of documents and many others

that have been destroyed in the regular course of business or can't be located.

The City anticipates that if this case goes to trial, expensive accounting and engineering expert witnesses will express conflicting opinions as Monday night quarterbacks rehashing and characterizing the long and complicated history of City/District relations.

In addition, in its complaint, the District asks the court to turn over operation of the entire wastewater system, including the City's wastewater treatment plant, to the District to run, in spite of the fact that the City has been operating and maintaining the entire sewer system for nearly 120 years. The District has never operated a sewer system; nor does it have any of the equipment, field attendants, licensed plant operators, engineers or customer service staff necessary to do so. The District has not described to the City how it would take over these functions and perform them in compliance with the stringent and ever-changing regulations enforced by the North Coast Regional Water Quality Control Board. Furthermore, no allegations in the District's lawsuit address the City's actual operation of the sewer plant or the collection system or suggest that the City is not doing an effective job of operating the sewer system.

How much is the lawsuit costing the ratepayers?

The District's lawsuit will cost the District and the City millions of dollars in combined legal fees and related expenses. In the last three and a half years, the District has spent \$2,183,634 on litigation-related expenses with \$2,112,500 paid to the Law Offices of Duncan James through June 9, 2016. Recent monthly invoices from the law firm have exceeded \$80,000 per billing.

In the same period of time, the City has expended \$318,093 in defense of the lawsuit.

Unless the District drops the lawsuit, it will most likely drag on for a year or more with long-standing implications for the Ukiah Valley. Unfortunately, the cost of the lawsuit will be borne by the ratepayers, who will undoubtedly see significant increases on their monthly bills and/or a negative impact on services.

What else is at stake because of the lawsuit?

Interest rates are low and financial experts predict that they will be rising soon. It would be most prudent to take advantage of the current low interest rates and refinance the \$75 million in bonds that were issued to construct the new wastewater treatment plant in 2006. Refinancing would save up to an estimated \$7.48 million dollars (present day value). However, by filing this lawsuit, the District has effectively blocked any possibility of a refinance.

Additionally, in its lawsuit, the District is seeking to rescind the Financing Agreement by which the District agreed to pay its share of the debt service on the 2006 wastewater treatment plant bonds. In addition to the lost opportunity to refinance, the impact from seeking this remedy, even if it is ultimately denied, could be seriously damaging to both the District and the City's credit rating, thereby jeopardizing future projects for both agencies.

For example, the City was recently awarded \$25,564,000 from the Clean Water State Revolving Loan Fund (CWSRF) and \$9,996,000 in grants from the Water Recycling Funding Program (WRF) to construct Phases I – III of the Recycled Water Project. In addition, the City is in the process of applying for up to an additional \$13,000,000 from the CWSRF and \$7,000,000 from the WRF for the final phase.

This project is not a frivolous “feel-good” environmental program, it is the most cost-effective alternative to the State's stricter regulations on discharging to the Russian River. However, the State of California has informed City staff that the recycled water project funding is in jeopardy because the state cannot enter a loan agreement with the City, while the District's lawsuit is pending.



If we lose the loans and grants for the recycled water system, the City and District will need to upgrade the plant to comply with the new standards. Staff estimates compliance with current regulatory requirements will cost up to \$30,000,000 in the short term, and will likely increase over time with escalating regulatory requirements if discharge continues. It is important to note the treatment plant was modified only a decade ago at a cost of \$75,000,000 and is already “out of compliance.” In addition, it is highly likely that no discharge whatsoever into the river will be allowed in the foreseeable future. These inevitable mandates will result in additional future costs that could be avoided by developing a recycling system now. This is why our neighbors to the south including Santa Rosa, Windsor, and Healdsburg have already developed recycling programs.

From a practical standpoint we have two choices: 1) spend millions to throw away a valuable resource, or 2) spend millions to put it to use in our own community.

Finally, the City has expensed a tremendous amount of staff resources responding to the District's Public Record Act (PRA) requests for information dating back to 1955. To date, the City has received 26 PRAs, some of which

include multiple demands on a single request. Some examples of these requests include every building permit issued by the City since 1955, payroll records and time cards for each employee whose time was charged to the sewer system from 1984-2016, and all correspondence that at any time refers or relates in any way to the sewer system. 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. However, because the City of Ukiah is a public agency, the District's attorneys have used the Public Records Act 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.

How does the City propose to resolve this matter?

The City proposes that the District 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 Council and City staff have been frustrated by the unresolved conflict between the City and the District, but also recognize that the current District Board feels strongly about its grievances. The City is prepared to engage in serious negotiations to address the District's concerns as long as the District Board is prepared to likewise negotiate in good faith and seriously consider the City's concerns. If necessary, the parties could agree on terms that would allow the District to refile its lawsuit in the future, if the parties fail to reach agreement. As the last year has made clear, however, the parties cannot simultaneously conduct this litigation and work to resolve their disagreements, and the pending lawsuit has and threatens to further cost the ratepayers in the District and the City millions of dollars which will ultimately impact their rates for sewer service.

Summary

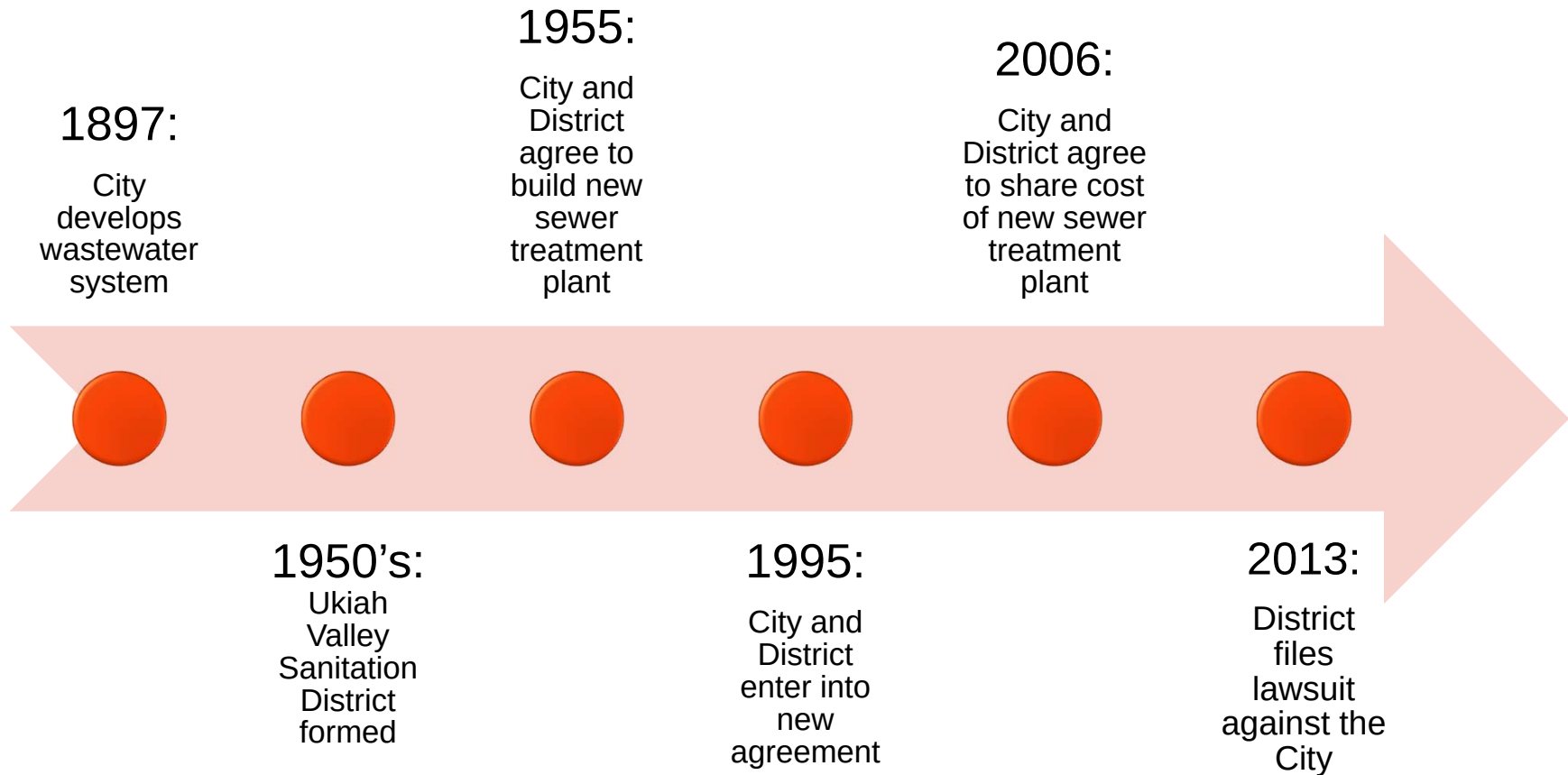
- The Ukiah Valley Sanitation District has no facility operators, maintenance staff, or billing and collection staff. All of these functions are handled by the City of Ukiah on behalf of the two agencies.
- The District and the City charged the same connection fees and rates to their customers until 2011, when the District adopted a new fee schedule. Connection fees in the District are often many times higher in the District than in the City, which has been a barrier to development.
- The District's administration costs have gone from \$6,000 to over \$290,000 per year.
- In the last three and a half years, the District has spent \$2,183,634 on litigation-related expenses with \$2,112,500 paid to the Law Offices of Duncan James through June 9, 2016. Recent monthly invoices from the law firm have exceeded \$80,000 per billing. In the same period of time, the City has expended \$318,093 in defense of the lawsuit.
- With today's low interest rates, the City and the District could save up to an estimated \$7.48 million dollars (present day value) by refinancing the \$75 million in bonds that were issued to construct the new wastewater treatment plant in 2006. However, by filing this lawsuit, the District has effectively blocked any possibility of a refinance.
- With the pending lawsuit from the District, the City stands to lose over \$35 million in funds for the recycled water project for Phases I-III and will not be eligible to apply for an additional \$20 million for Phase IV. If we lose the loans and grants for the recycled water system, the City and District will need to upgrade the plant to comply with the new standards. Staff estimates compliance with current regulatory requirements will cost up \$30 million in the short term, and will likely increase over time with escalating regulatory requirements if discharge continues.

Additional background and support documents are available at: <https://cityofukiah.box.com/v/uvsdpointsofinterest>

UVSD vs. CITY OF UKIAH



Timeline





Why are there two government agencies for one sewer treatment plant and collection system?

- One treatment plant serves customers both inside and outside the city limits
- City Council / UVSD Board of Directors

Isn't there a duplication of services?

City

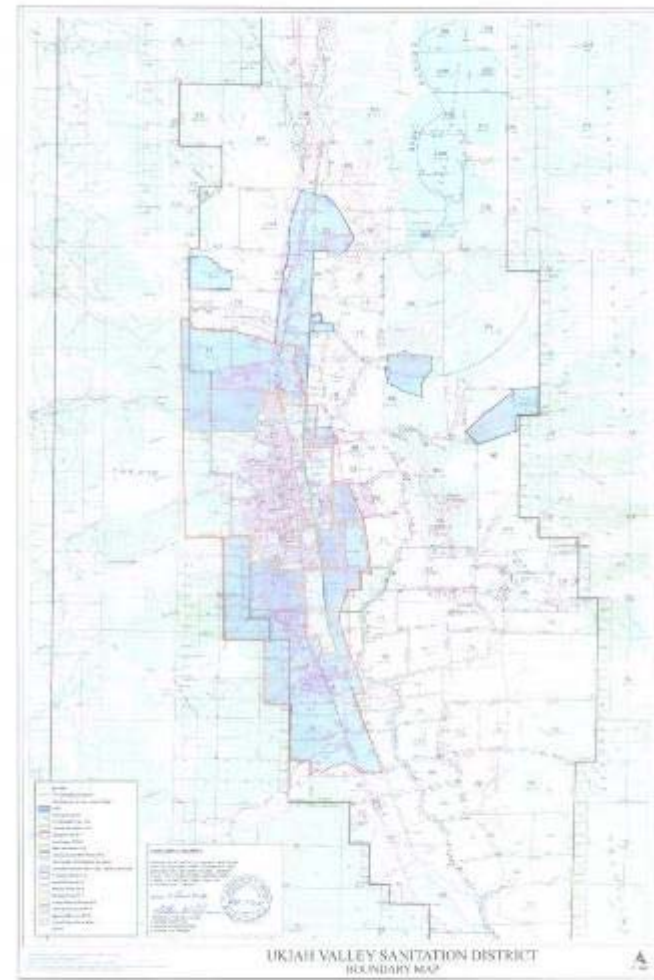
- Sewer Treatment Plant
- Operators
- Maintenance crews
- Equipment
- Billing
- Customer service
- Engineers
- Permitting
- 16 FTEs

UVSD

- Admin oversight
- 2 Part time staff

Do all the customers pay the same rates and fees?

- All customers paid the same from 1955 until 2011
- Some District customers live in the city limits (overlap area)



Why is the UVSD suing the City?

- The District claims that the City breached the various agreements over the last 50 years and owes the District millions of dollars.
- The District is asking that the City turn over operation of the entire wastewater system, including the treatment plant, to the District.
 - Result in duplicity
 - No staff to execute this demand

What is the cost ratepayers?

- \$2.1 million in legal fees paid to the Law Offices of Duncan James by the District
- \$318K in legal fees paid by the City
- \$7.5 million lost to inability to refinance bonds
- \$55 million in grants and low-interest loans for recycled water project
- \$30 million in additional infrastructure
- Rate increases in both the City and the District



What is the City asking for?

- Put the attorneys on hold and mediate with Staff and Board/Council members
- Work to resolve issues in an open, transparent manner instead of litigating behind closed doors
- If all attempts fail, the District can resume with suit later
- Litigation should be a last resort

What are the ratepayer benefits?

- Existing debt can be refinanced saving \$7.5 million
- Both agencies can benefit from \$55 million in grants and low-interest loans for the recycled water project
- Avoid \$30 million in infrastructure
- Millions in legal fees can be avoided
- Eliminate opportunity for creating duplicity



ITEM NO.: 3c

MEETING DATE: September 21, 2016

AGENDA SUMMARY REPORT

SUBJECT: PRESENTATION BY PACIFIC GAS AND ELECTRIC REGARDING COMMUNITY PIPELINE SAFETY INITIATIVE

Summary: In 2012 as part of its statewide gas transmission safety program portfolio, PG&E started the Community Pipeline Safety Initiative to prevent damage to the integrity of gas pipelines or remove natural and manmade structures that can block safety crews from getting to pipelines in an emergency or natural disaster. PG&E is proposing the removal of obstructions above its major underground gas transmission lines throughout the state including easements on city-owned property (and/or right of way) in Ukiah.

Background: Employees of the City of Ukiah and the members of the Tree Advisory Group met with PG&E staff in June. PG&E staff presented information on the Community Pipeline Safety Initiative. During these presentations, PG&E explained how they categorized the tree and woody vegetation as unacceptable or manageable. During the presentation PG&E included a picture of the affected areas on City-owned property and answered questions. At this presentation, staff requested PG&E provide a tour of the affected areas and an Arborist who could confirm how and why the tree was categorized.

One Tree Advisory Group member and two City Staff members along with PG&E staff and a tree arborist toured the gas line easements on City-owned property (and/or right of way). PG&E pointed out what trees and woody vegetation were unacceptable and manageable. Amongst the 133 tree assessment completed by PG&E, 19 trees, and 46 woody vegetations will be removed. Many of the trees identified for removal are near the airport and are the same trees that the Federal Aviation Administration has been requesting the Airport Manager remove due to aviation requirements. Staff located easement documentation that was granted to PG&E by the City. The easement includes PG&E having the right to trim or cut down trees or other vegetation.

PG&E offers mitigation for the removal of trees or woody vegetation. The goal of mitigation is to replace the vegetation removed by providing funds to replace and care for new plantings of trees and vegetation. Mitigation to the City will include \$20,000 that will be used for replacement of vegetation at Riverside park and \$2,500 that will be used for the new gardens at Grace Hudson Museum. The funds will be utilized to comply with the 2 for 1 replacement policy in the City's Tree Management Guidelines.

On September 13, 2016, PG&E held an open house in which the community was able to learn more about how PG&E has been working with the City of Ukiah and local residents to check the area above natural gas transmission pipeline for the tree, brush and other items that could pose a safety concern.

Continued on Page 2

RECOMMENDED ACTION(S): Receive Report.

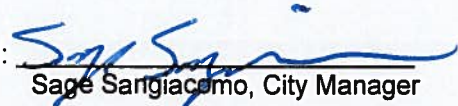
ALTERNATIVES:

Citizens advised: N/A
Requested by: Ukiah City Council
Prepared by/Contact: Tami Bartolomei, Community Services Administrator
Coordinated with: N/A
Presenters: PG&E Staff
Attachments: N/A

COUNCIL ACTION DATE: _____: ☐ Approved ☐ Continued to _____ ☐ Other _____

RECORDS APPROVED: ☐ Agreement: _____ ☐ Resolution: _____ ☐ Ordinance: _____

Note: Please write Agreement No. in upper right corner of agreement when drafted.

Approved: 
Sage San Giacomo, City Manager

Discussion: PG&E will be presenting information regarding their Community Pipeline Safety Initiative. Information provided will include tree replacement and restoration, community partnership and outreach.

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

From: [Pinky Kushner](#)
To: [Kristine Lawler](#)
Subject: questions for tonight's PG&E's presentation
Date: Wednesday, September 21, 2016 10:34:03 AM
Attachments: [PG&E List of must remove trees.pdf](#)

Dear Council Members,

Here is some brief background information on PG&E's "Pipeline Safety Initiative" and a few pertinent questions to ask at tonight's presentation.

Other communities had to deal with this issue, and as you see from the table below, many cities have been able to keep many or most of their trees:

	REMOVED	SAVED	TOTAL on
the list			
Oroville	241	0	241
Newark	51	254	305
Walnut Creek	6	250	256
Danville	1	199	200

In late spring, PG&E gave a presentation to the Tree Advisory Group (TAG), after which one member along with City staff went on a tour of the 19 City trees that PG&E has recommended for removal (see list below). The list does not specify the location, nor are the trees adequately identified on site. PG&E did not identify the trees to be cut on the NCRA railroad property near the airport, claiming it is private property. NCRA is a public entity. PG&E has made/is making arrangements with home owners to cut trees on their properties and claims it cannot provide even the number of trees to be cut on these private properties.

TAG has not received any further information from PG&E or the City and has no position other than the issues and questions raised in the spring.

Some important questions I ask you, our elected officials, to ask PG&E:

Has PG&E done CEQA on this project? If PG&E says the project is exempt, will PG&E supply verification that it is exempt?

To assess the total canopy loss, how many total trees are slated for removal, public and private, along with species and size? How many trees are being removed from the NCRA property?

Is the removal for 'aerial surveillance'? Is aerial inspection as effective as other more hands-on inspection? How often will aerial surveillance occur? What does Air Quality say about the proposed fly-overs? What about noise from the fly-overs?

Yesterday we learned that there are City documents that specify the terms of PG&E's easement rights. I received these documents this morning, but they do not mention trees or shrubs at all. There is no evidence in the record that the PG&E project is a maintenance project especially because tree roots do not extend to the depth of the main line pipe.

The legal work about PG&E's proposed program has been collected by other communities. This information is readily available according to Walter Passmore, Urban Forestry Manager with the City of Palo Alto (650/496-5986).

We do not ask for a big legal expense. We merely ask that you, the elected officials, ask Mr. Rapport to ask for the documents from one community, the City of Palo Alto, which can then be shared with interested parties as part of open government.

In speaking with Mr. Passmore, I learned that communities have determined the PG&E project is indeed a project with development actions needing development permits.

Pinky Kushner

OBJECTID	Veg Type	Distance to Pipe (ft)	Species	DBH (In)	Units	Est Height (ft)	Work	Veg Location	Tree-by-Tree Review Results	Depth of Cover (In)	KMZ Symbol
1 Tree		0	Oak, Valley	7	1	40	Remove	City	Unacceptable Risk	50.625	K-Red City
2 Tree		0	Oak, Valley	2	1	7	Remove	City	Unacceptable Risk	51.625	K-Red City
3 Tree		2	Oak, Coast Live	16	1	20	Remove	City	Unacceptable Risk	67.625	K-Red City
4 Tree		0	Oak, Valley	1	1	9	Remove	City	Unacceptable Risk	51.625	K-Red City
5 Tree		0	Oak, Valley	2	1	14	Remove	City	Unacceptable Risk	50.625	K-Red City
6 Tree		1	Oak, Valley	1	1	6	Remove	City	Unacceptable Risk	54.625	K-Red City
7 Tree		0	Oak, Valley	1	1	7	Remove	City	Unacceptable Risk	40.625	K-Red City
8 Tree		0	Oak, Valley	6	1	20	Remove	City	Unacceptable Risk	50.625	K-Red City
9 Tree		0	Oak, Valley	1	1	7	Remove	City	Unacceptable Risk	54.625	K-Red City
10 Tree		1	Oak, Valley	1	1	7	Remove	City	Unacceptable Risk	54.625	K-Red City
11 Tree		1	Oak, Valley	7	1	18	Remove	City	Unacceptable Risk	51.625	K-Red City
12 Tree		0	Oak, Valley	6	1	23	Remove	City	Unacceptable Risk	50.625	K-Red City
13 Tree		0	Oak, Valley	1	1	7	Remove	City	Unacceptable Risk	54.625	K-Red City
14 Tree		0	Oak, Valley	14	1	22	Remove	City	Unacceptable Risk	50.625	K-Red City
15 Tree		1	Oak, Valley	1	1	6	Remove	City	Unacceptable Risk	50.625	K-Red City
16 Tree		0	Oak, Valley	1	1	7	Remove	City	Unacceptable Risk	54.625	K-Red City
17 Tree		2	Oak, Valley	1	1	8	Remove	City	Unacceptable Risk	40.625	K-Red City
18 Tree		0	Oak, Valley	8	1	30	Remove	City	Unacceptable Risk	50.625	K-Red City
19 Tree		0	Oak, Valley	12	1	18	Remove	City	Unacceptable Risk	54.625	K-Red City

Community Pipeline Safety Initiative

Ukiah City Council

September 21, 2016





Improving Pipeline Safety and Reliability

- PG&E's top priority is the safety of our customers and communities – we are testing, studying and upgrading our gas system, including:
 - **Hydrostatic pressure testing** which verifies the pipeline's strength and safe operating pressure
 - **Internal pipe inspection robots** to check for signs of corrosion
 - **Valve automation** to allow faster response during gas emergencies
 - **Leak survey** of our entire gas pipeline system more frequently
 - **Aerial and ground patrols** to identify any excavations, signs of construction and other potential safety concerns





Program at a Glance

WHAT WE'RE DOING



Checking the area above the gas transmission pipeline for trees and structures that pose an emergency access or safety concern



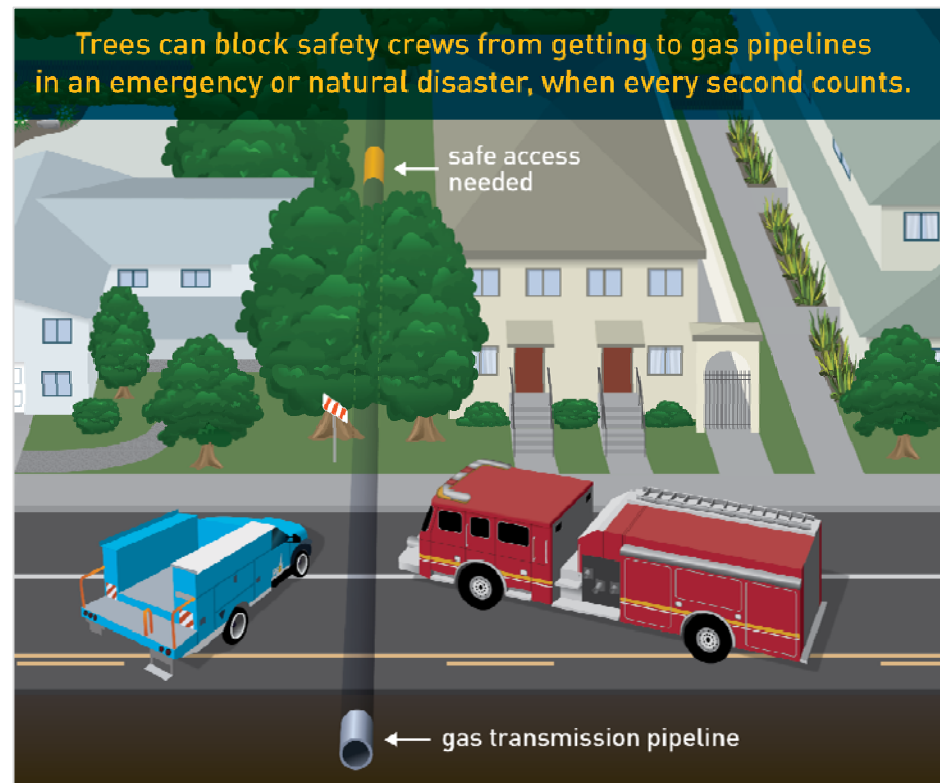
Helping to ensure immediate access for safety crews, and preventing potential damage to the pipe



Working with our customers and communities where a safety risk has been identified to develop shared solutions



Planting new trees at a safe distance from the pipeline and restoring the area to preserve the natural beauty of our communities





Working with First Responders

“I value PG&E’s commitment to keeping our community safe. Being able to quickly and easily reach a gas pipeline in the event of an emergency is critical, and PG&E’s community gas safety work is helping ensure we have that access.”

**John Bartlett, Fire Chief, Ukiah Valley
Fire Authority**

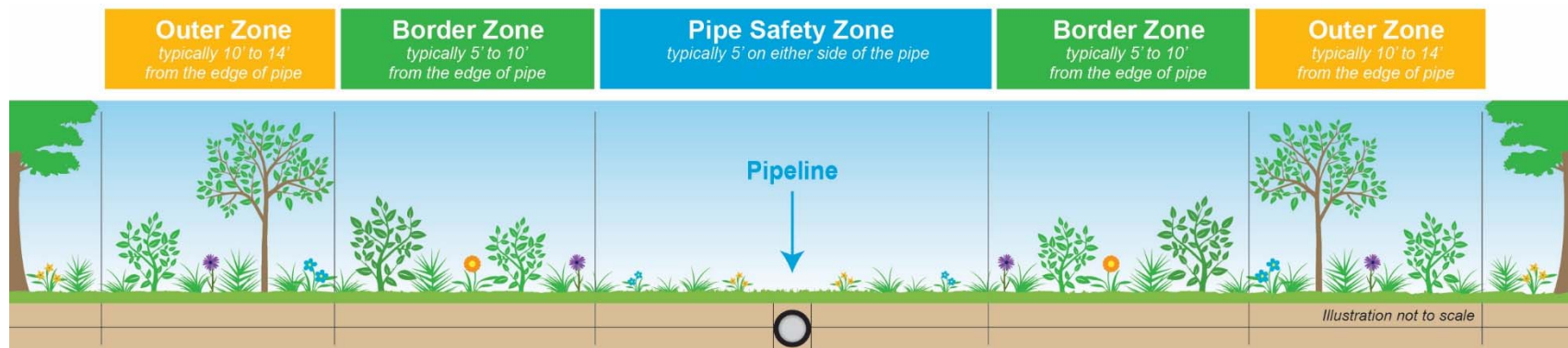


First responders depend on immediate access in an emergency



Guide to Safe Landscaping

Making sure the right plants and trees are located in the right location adds to the safety and natural beauty of your community



Pipe Safety Zone	Lawns, flowers, low-profile grasses and low-growing herbaceous plants work well within the Pipe Safety Zone.
Border Zone	Small to medium shrubs with a trunk or main branch less than 8" in diameter at full maturity work well within the Border Zone. Diameter is measured 4.5 feet above the ground.
Outer Zone	Large shrubs and small trees with a trunk or main branch less than 36" in diameter at full maturity work well within the Outer Zone. Diameter is measured 4.5 feet above the ground.

Please note easement widths can vary and the above represents best practices and guidance for safe landscaping near gas pipelines.



Tree-by-Tree Review

- We understand how important trees are to your community and the environment
- To ensure we are only replacing trees that pose an emergency access or safety concern, we conduct a review of all trees near the gas pipelines
- The review is completed by gas safety experts and involves analyzing such factors as tree height, species and distance from the pipe
- We share the results with the city or property owner and, together, work to develop a path forward





Tree Replacement and Restoration

- When a tree needs to be replaced for safety reasons, PG&E will work with the private property owner to offer the following:
 - **Replacement:** Provide replacement tree(s) or an in-lieu payment for each tree removed
 - **Restoration:** Work together to develop a landscape plan that restores the area with native, drought-tolerant landscaping such as grasses, mulch or bark
- We recognize every customer and yard is different, and we will address special circumstances on a case-by-case basis





Community Pipeline Safety Initiative – City of Ukiah



- Franchise/City-Owned Trees Proposed for Removal
- City Boundary
- Gas Transmission Pipeline

PG&E Critical Infrastructure Information. Facilities to be operated by PG&E personnel only. Point, pipeline and boundary locations are approximate and for illustrative purposes only. Data subject to updates. Call 811 before you dig. Map Created: 9/9/2016



Community Pipeline Safety Initiative – City of Ukiah



● Franchise/City-Owned Trees Proposed for Removal

□ City Boundary

— Gas Transmission Pipeline

PG&E Critical Infrastructure Information. Facilities to be operated by PG&E personnel only. Point, pipeline and boundary locations are approximate and for illustrative purposes only. Data subject to updates. Call 811 before you dig. Map Created: 9/9/2016



Community Pipeline Safety Initiative – City of Ukiah

Community Partnership and Outreach

- It is important to us that our customers get answers to their questions and support this critical safety work
- Our outreach includes:
 - Meeting with city officials and staff to discuss the safety risks and work together to plan for gas safety work in public areas
 - Communicating about gas pipeline safety to all residents within 500-feet of the safety work
 - Notifying nearby residents before any safety work takes place
 - Hosting open houses near work areas
 - Contacting private property owners regarding any safety work proposed for their property
- We will not move forward with any planned work until we have a signed agreement in place with the customer





Community Pipeline Safety Initiative – City of Ukiah

Contact Information

- For questions regarding the upcoming pipeline safety work, please contact Leslie Horak, Public Affairs Representative, at **1-707-577-7206** or by email at **leslie.horak@pge.com**
- For more information, visit us at **pge.com/GasSafety**
- To view an online map of our natural gas transmission pipelines, please go to **pge.com/pipelinelocations**



Thank You





This is an aerial photograph of a portion of Ukiah, California. A blue line outlines a proposed project area that runs vertically through the center-right of the image. The area is bounded by Brunner St to the north and E Gobbi St to the south. To the west of the project area is a dense residential neighborhood with streets such as Empire Dr, Kukul Rd, N Elm St, N Oak St, and W Henry St. To the east is a large, undeveloped area with fields and a river. A north arrow is located in the top right corner. An inset map in the bottom left corner shows the location of Ukiah within the state of California, with a yellow box indicating the project area's location.

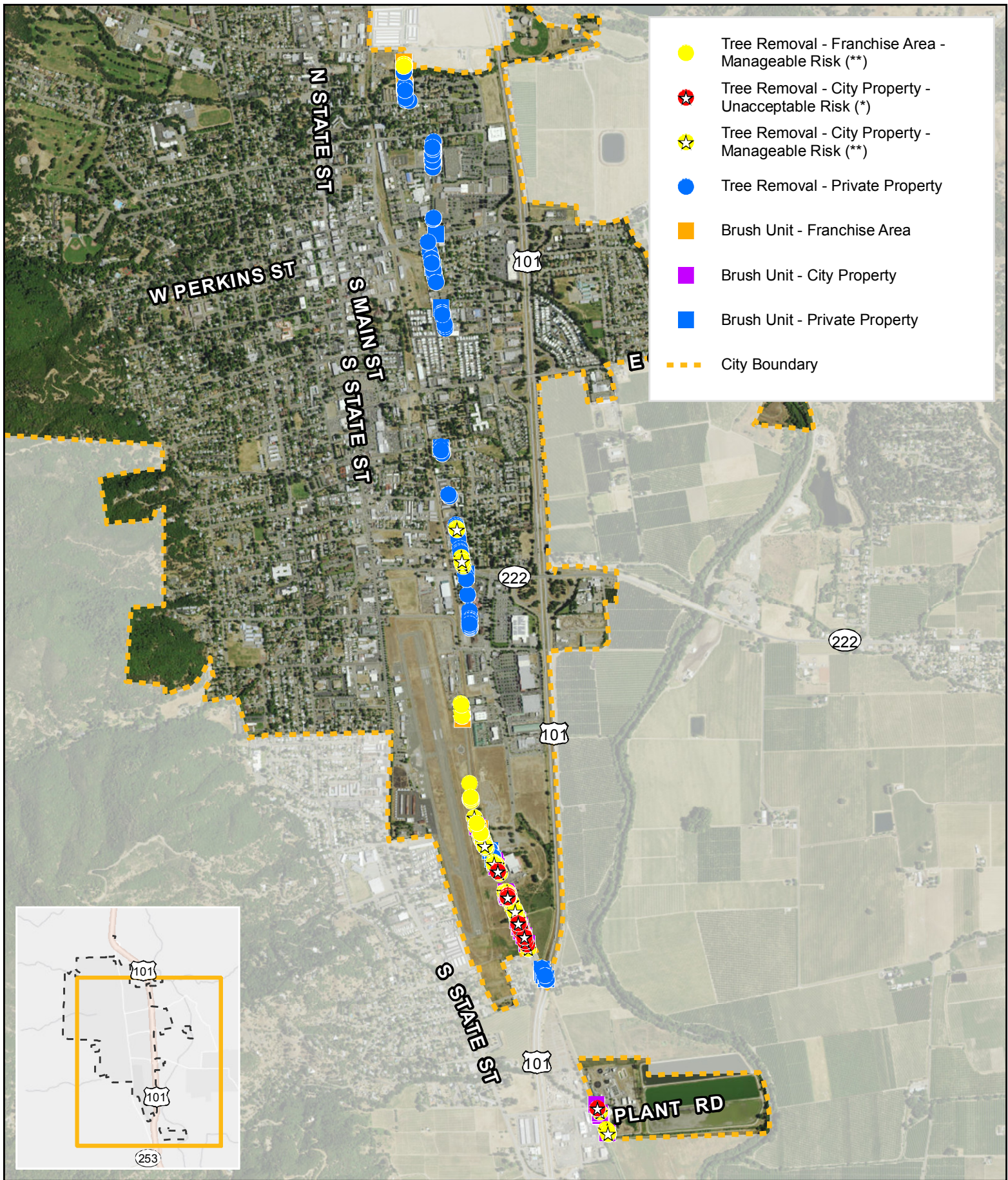
PG&E Critical Infrastructure Information. Facilities to be operated by PG&E personnel only. Point, pipeline and boundary locations are approximate and for illustrative purposes only. Data subject to updates. Call 811 before you dig. Map Created: 9/9/2016



Proposed Gas Safety Work



City Boundary Franchise/City-Owned Trees Proposed for Removal Gas Transmission Pipeline



Community Pipeline Safety Initiative Ukiah, Calif. Overview



(*) - Unacceptable risk trees are proposed to be removed for safety reasons.
(**) - Manageable risk trees may potentially remain in place with ongoing monitoring.

Facilities to be operated by PG&E personnel only.
Point and boundary locations are approximate and for illustrative purposes only.
Data subject to updates. Call 811 before you dig. Map Created: 9/29/2016

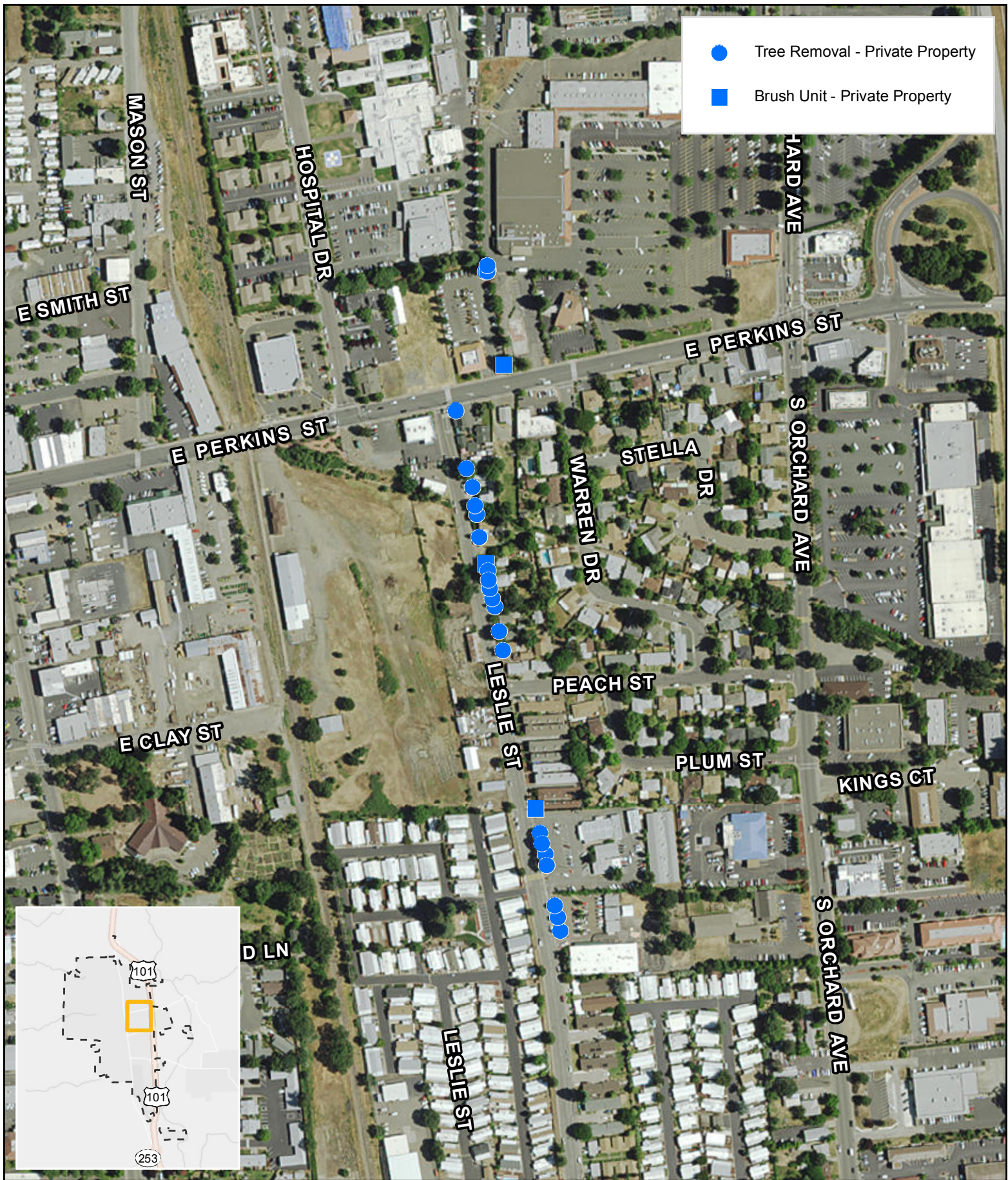


**Community Pipeline Safety Initiative
Ukiah, Calif.
Area 1**



Facilities to be operated by PG&E personnel only.
Point and boundary locations are approximate and for illustrative purposes only.
Data subject to updates. Call 811 before you dig. Map Created: 9/29/2016

(**) - Manageable risk trees may potentially remain in place with ongoing monitoring.



**Community Pipeline Safety Initiative
Ukiah, Calif.
Area 2**



Facilities to be operated by PG&E personnel only.
Point locations are approximate and for illustrative purposes only.
Data subject to updates. Call 811 before you dig. Map Created: 9/29/2016

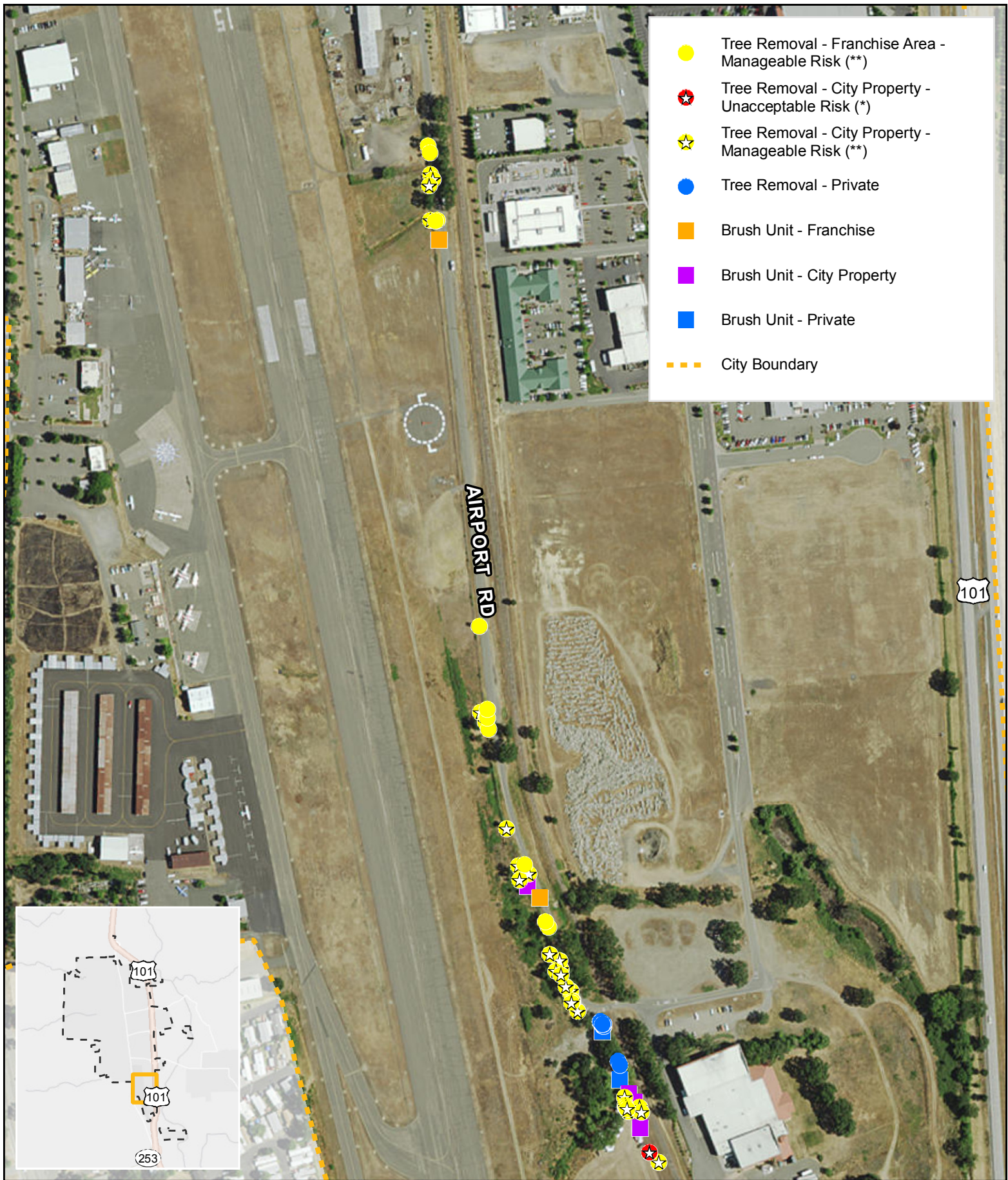


**Community Pipeline Safety Initiative
Ukiah, Calif.
Area 3**



Facilities to be operated by PG&E personnel only.
Point locations are approximate and for illustrative purposes only.
Data subject to updates. Call 811 before you dig. Map Created: 9/29/2016

(**) - Manageable risk trees may potentially remain in place with ongoing monitoring.

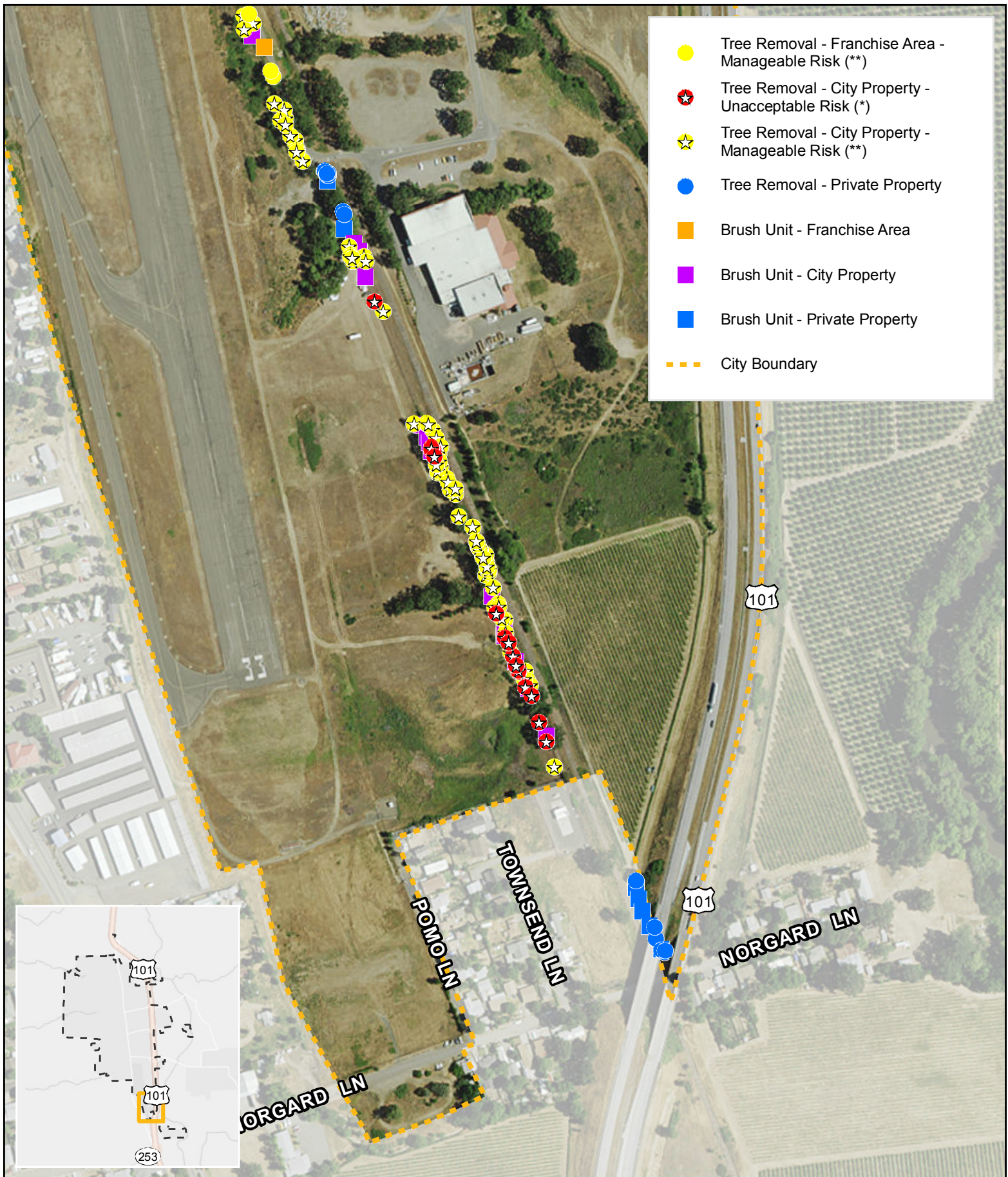


Community Pipeline Safety Initiative **Ukiah, Calif.** **Area 4**



(*) - Unacceptable risk trees are proposed to be removed for safety reasons.
 (**) - Manageable risk trees may potentially remain in place with ongoing monitoring.

Facilities to be operated by PG&E personnel only.
 Point and boundary locations are approximate and for illustrative purposes only.
 Data subject to updates. Call 811 before you dig. Map Created: 9/29/2016

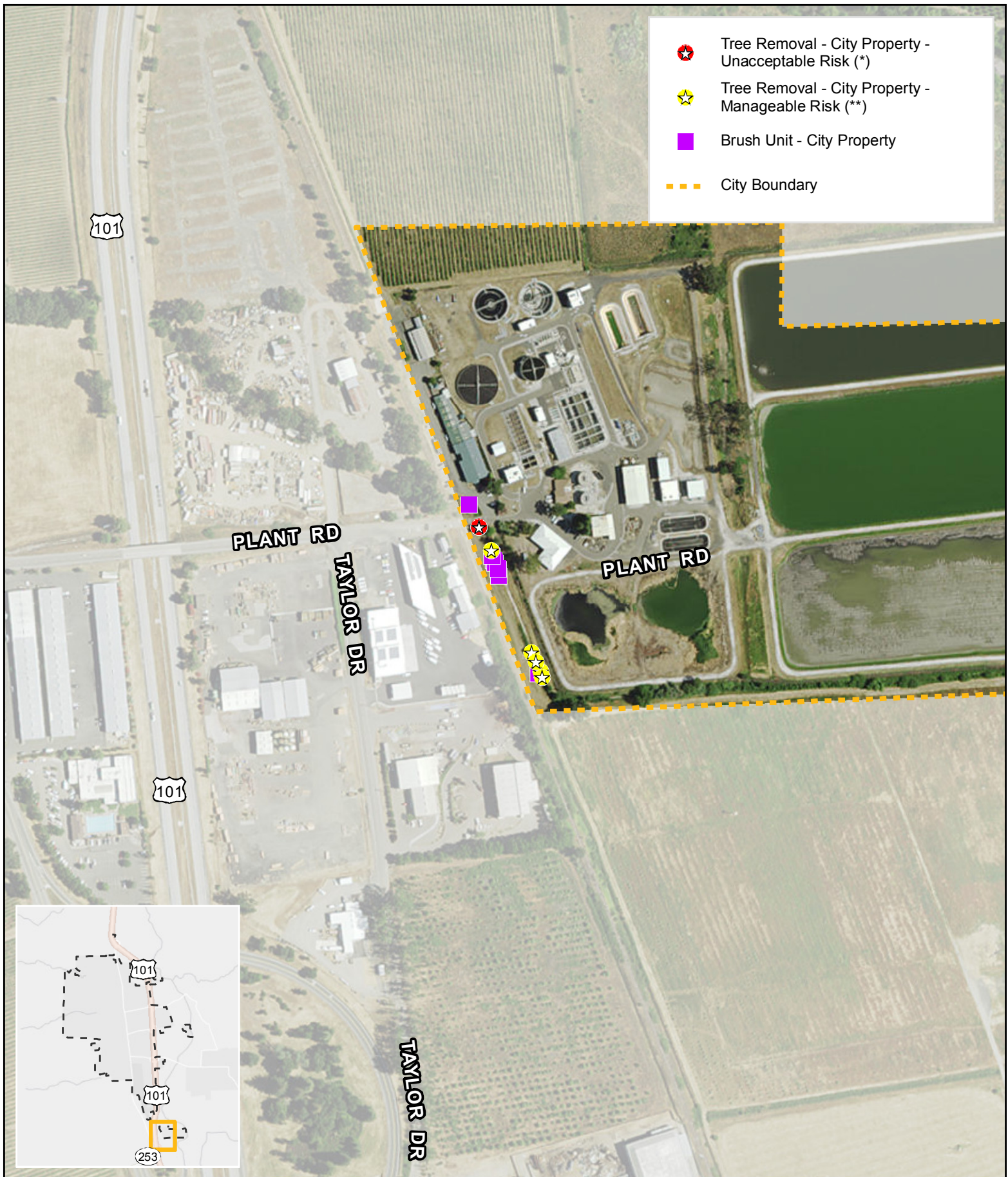


Community Pipeline Safety Initiative **Ukiah, Calif.** **Area 5**



(*) - Unacceptable risk trees are proposed to be removed for safety reasons.
 (**) - Manageable risk trees may potentially remain in place with ongoing monitoring.

Facilities to be operated by PG&E personnel only.
 Point and boundary locations are approximate and for illustrative purposes only.
 Data subject to updates. Call 811 before you dig. Map Created: 9/29/2016



**Community Pipeline Safety Initiative
Ukiah, Calif.
Area 6**



(*) - Unacceptable risk trees are proposed to be removed for safety reasons.
(**) - Manageable risk trees may potentially remain in place with ongoing monitoring.

Facilities to be operated by PG&E personnel only.
Point and boundary locations are approximate and for illustrative purposes only.
Data subject to updates. Call 811 before you dig. Map Created: 9/29/2016

CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
September 7, 2016
6:00 p.m.

1. **ROLL CALL**

2. **PLEDGE OF ALLEGIANCE**

Ukiah City Council met at a Regular Meeting on September 7, 2016, having been legally noticed on September 2, 2016. Mayor Scalmanini called the meeting to order at 6:03 p.m. Roll was taken with the following **Councilmembers Present:** Douglas F. Crane, Maureen Mulheren, Kevin Doble, and Stephen G. Scalmanini. **Councilmember Absent by Prearrangement:** Jim O. Brown. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

Mayor Scalmanini led a moment of silence in remembrance of Gary Smith, a longtime employee of the City and Volunteer Firefighter, followed by Tim Eriksen, Public Works Director/City Engineer, who paid tribute to his memory and 26 years of service.

3. **PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS**

a. Presentation of Employee Recognition Awards – Administration.

Presenters: Mel Grandi, Electric Utility Director; Chris Dewey, Police Chief; and Dan Buffalo, Finance Director.

b. Presentation on Leadership Mendocino – Administration.

Presenter: Heidi Dickerson, Leadership Mendocino Program Director.

Leadership Mendocino Representatives: Michelle Johnson, City of Ukiah Assistant Planner and Cynthia Ariosta, Saucy's Restaurant.

c. Presentation from No on Measure AF Committee – City Clerk.

Presenter: Mike Sweeney, No on Measure AF Committee Representative.

Council Consensus to direct staff to agendize a discussion and possible action for a Council position on Measure AF.

4. **PETITIONS AND COMMUNICATIONS**

5. **APPROVAL OF MINUTES**

a. Minutes of August 17, 2016, a Regular Meeting.

Motion/Second: Doble/Mulheren to approve Minutes of August 17, 2016, a Regular Meeting, as amended. Motion **carried** by the following roll call votes: AYES: Crane, Mulheren, Doble, Scalmanini. NOES: None. ABSENT: Brown. ABSTAIN: None.

6. **RIGHT TO APPEAL DECISION**

7. CONSENT CALENDAR

- a. Approval of Appointment of Neil Davis to the Active Transportation Member Position on the Traffic Engineering Committee (*Resolution No. 2016-49*) – *City Clerk*.
- b. Report of Acquisition of Professional Services from Alpha Analytical Laboratories, Inc. (*Purchase Order No. 44410*) for Quarterly Water Sampling and Completion of Chemical Examination Reports for the Ukiah Landfill – *Public Works*.
- c. Approval of Contract (*COU No. 1617-120*) with Golden Bell Products in the Amount of \$22,525 for Insecta Application to 850 Manholes and Corresponding Budget Amendment – *Public Works*.
- d. Approve Funding Request by Leadership Mendocino for Class 2016-17 – *Administration*.
- e. Report of Award of Bid to Traffic Limited of Lodi, California (*COU No. 1617-121*) in the Amount of \$29,007.67 for Street Striping 2016 per Specification Number 16-08 – *Public Works*.
- f. Possible Adoption of Ordinance (*1169*) Amending the Ukiah City Code to Authorize a Hearing Officer for Appeals Hearings – *Police*.

ORDINANCE NO. 1169

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING AND AMENDING VARIOUS SECTIONS OF THE UKIAH CITY CODE TO PROVIDE FOR APPEALS FROM VARIOUS DECISIONS TO BE HEARD BY A HEARING OFFICER APPOINTED BY THE CITY COUNCIL

- g. Award of Contract (*COU No. 1617-122*) for On-Call Planning Services to Land Logistics Planning and Development Services – *Planning and Community Development*.

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

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

Public Comment: Cathy (no surname given), Brent Haugen, Phil Baldwin, (unidentified man), Katheryn Hoffar, and Keith Hewett.

9. COUNCIL REPORTS

Presenters: Councilmember Doble and Mayor Scalmanini.

10. CITY MANAGER/CITY CLERK REPORTS

Presenters: Sage Sangiacomo, City Manager and Tami Bartolomei, Community Services Administrator.

Council Consensus directs staff to ask PG&E if they will come give a presentation on their Pipeline Safety Initiative project.

11. PUBLIC HEARINGS (6:15 PM)

12. UNFINISHED BUSINESS

a. Introduction of Ordinance by Title Only Amending UCC Section §1522 and Adoption of Resolution Establishing Bidding Preference for Local Businesses with an Effective Date of November 1, 2016 – Finance.

Presenters: Mary Horger, Purchasing Supervisor and Shannon Riley, Senior Management Analyst.

Public Comment: Phil Baldwin.

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

City Clerk, Kristine Lawler, read the title of the ordinance into the record.

Motion/Second: Crane/Doble to introduce the ordinance amending UCC Section §1522 Motion **carried** by the following roll call votes: AYES: Crane, Mulheren, Doble, Scalmanini. NOES: None. ABSENT: Brown. ABSTAIN: None.

Motion/Second: Crane/Doble to adopt the resolution (2016-50) establishing a bidding preference for local businesses, with the modification to replace paragraph 1 on page 2 - starting with "Local Vendors..." - with the proposed policy language from the Agenda Staff Report (ASR), and an effective date of November 1, 2016, that shall be repealed effective October 31, 2017, subject to further action by the City Council. Motion **carried** by the following roll call votes: AYES: Crane, Mulheren, Doble, Scalmanini. NOES: None. ABSENT: Brown. ABSTAIN: None.

RECESS: 7:50 – 8:00 P.M.

b. Adoption of Resolution of the City Council of the City of Ukiah Authorizing Appropriating Funds for the General Fund and Other Funds in the Fiscal Year 2016-2017 Operating, Debt Service, Capital Budget, and the Appropriations (Gann) Limit – Finance.

Presenter: Daniel Buffalo, Finance Director.

Motion by Councilmember Mulheren to approve the recommended action.

Motion dies for lack of a second.

Council Consensus to continue this item to an Adjourned Regular Meeting on Wednesday, September 14, at 4:00 p.m., in the Civic Council Chamber, and to direct staff to meet with the *Budget Development Best Practices and Financial Policy* ad hoc before that meeting.

13. NEW BUSINESS

e. Consideration of Opportunity to Partner with Ukiah Valley Medical Center on an Outdoor Holiday Ice Rink – Administration.

Presenters: Shannon Riley, Senior Management Analyst and Kerry Randall, Facilities Supervisor.

Public Comment: Gwen Mathews and Erica Tyner, Ukiah Valley Medical Center; Roger Vincent; Rick Hansen, Ukiah Main Street Program; and Martin Bradley.

Motion/Second: Mulheren/Doble to approve partnership with Ukiah Valley Medical Center to bring a seasonal outdoor ice rink to downtown Ukiah for 30 days. Motion **carried** by the following roll call votes: AYES: Crane, Mulheren, Doble, Scalmanini. NOES: None. ABSENT: Brown. ABSTAIN: None.

12. UNFINISHED BUSINESS - continued

c. Authorize Execution of Amendment to the Agreement with SHN in an Amount not to Exceed \$25,266 for Additional Services for the North State Street - Low Gap Road Storm Drain and Traffic Signal Project and Approve Budget Amendment – *Public Works*.

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

Motion/Second: Crane/Doble to authorize execution of amendment to the agreement (*COU No. 1516-229-A2*) with SHN in an amount not to exceed \$25,266 for additional services for the North State Street - Low Gap Road Storm Drain and Traffic Signal Project and approve budget amendment. Motion **carried** by the following roll call votes: AYES: Crane, Mulheren, Doble, Scalmanini. NOES: None. ABSENT: Brown. ABSTAIN: None.

13. NEW BUSINESS - continued

a. Discussion and Possible Action to Determine the City's Position on the 2016 Resolution Being Considered by the League of California Cities and Provide Corresponding Voting Instructions to the City of Ukiah's Voting Delegate – *Administration*.

Presenter: Sage Sangiacomo, City Manager.

Motion/Second: Doble/Crane to support the 2016 Resolution being considered by the League of California Cities at the 2016 Annual Conference. Motion **carried** by the following roll call votes: AYES: Crane, Mulheren, Doble, Scalmanini. NOES: None. ABSENT: Brown. ABSTAIN: None.

b. Discussion and Consideration of a Request to Support Assembly Bill AB 2853 (Gatto), Public Records – *City Clerk*.

Presenter: Kristine Lawler, City Clerk.

Motion/Second: Crane/Doble to approve and authorize the Mayor to sign a letter of support of Assembly Bill AB 2853 (Gatto) Public Records. Motion **carried** by the following roll call votes: AYES: Crane, Mulheren, Doble, Scalmanini. NOES: None. ABSENT: Brown. ABSTAIN: None.

c. Consideration of Proposal Restructuring the Finance Department – *Finance*.

Presenter: Daniel Buffalo, Finance Department.

Motion/Second: Crane/Mulheren to approve the recommended proposal to restructure the Department, approve the salary schedule placement of newly created and revised classifications, and approve the allocation of a temporary 18th FTE (*Full Time Employee*) to the Finance Department, authorizing recruitment if and when needed. Motion **carried** by the following roll call votes: AYES: Crane, Mulheren, Doble, Scalmanini. NOES: None. ABSENT: Brown. ABSTAIN: None.

d. Authorize City Manager to Apply for Caltrans Aeronautics Loan for the Purchase and Installation of a 12,000 Gallon Avgas Tank in the Amount of \$200,000 – *Airport*.

Presenter: Greg Owen, Airport Manager.

Motion/Second: Crane/Doble to authorize City Manager to apply for Caltrans Aeronautics loan (*COU No. 1617-147*) for the purchase and installation of a 12,000 gallon Avgas tank in the amount of \$200,000. Motion **carried** by the following roll call votes: AYES: Crane, Mulheren, Doble, Scalmanini. NOES: None. ABSENT: Brown. ABSTAIN: None.

f. Approve and Adopt Resolution to Supplement No. 1, Amending and Restating the Northern California Power Agency (NCPA) Joint Powers Agreement, Adding the City of Shasta Lake as a Party (EUD) – Electric Utility Department.

Presenter: Mel Grandi, Electric Utility Director.

Motion/Second: Crane/Mulheren to adopt a resolution (2016-51) approving Supplement No. 1, Amended and Restated Northern California Power Agency Joint Powers Agreement, adding the City of Shasta Lake as a Party to NCPA and authorizing the City Manager to execute the agreement on the City's behalf (EUD). Motion **carried** by the following roll call votes: AYES: Crane, Mulheren, Doble, Scalmanini. NOES: None. ABSENT: Brown. ABSTAIN: None.

CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 9:00 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*

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*

c. Conference with Legal Counsel – Existing Litigation

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

Name of case: *County of Mendocino v. Solid Waste System, Inc. et al., Mendocino County Superior Court, Case No. SCUK-CVG-11-59459*

d. Conference with Legal Counsel – Existing Litigation

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

Name of case: *Ukiah Citizens for Safety First v. City of Ukiah, Mendocino County Superior Court, Case No. SCUKCVPT 14-63579*

e. Conference with Legal Counsel – Anticipated Litigation

Significant exposure to litigation pursuant to Cal. Gov't Code Section 54956.9(d)(2) Number of potential cases (1)

15. ADJOURNMENT

Council adjourned this meeting to 4:00 p.m. on Wednesday, September 14, 2016, at 9:29 p.m.

Kristine Lawler, City Clerk

**CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Adjourned Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482**

**September 14, 2016
4:00 p.m.**

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

Ukiah City Council met at a Regular Meeting on September 14, 2016, having been legally noticed on September 9, 2016. Mayor Scalmanini called the meeting to order at 4:15 p.m. Roll was taken with the following **Councilmembers Present:** Douglas F. Crane, Maureen Mulheren, Kevin Doble, Jim O. Brown, and Stephen G. Scalmanini. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

3. PUBLIC COMMENT

4. NEW BUSINESS

a. Adoption of Fiscal Year 2016-17 City Budget:

Adoption of Resolutions of the City Council of the City of Ukiah Authorizing Appropriating Funds for the General Fund and Other Funds in the Fiscal Year 2016-2017 Operating, Debt Service, Capital Budget, and the Appropriations (Gann) Limit.

Presenter: Dan Buffalo, Finance Director

Public Comment: Linda Sanders.

Motion/Second: Crane/Doble to Adopt Budget for FY 2016-17 by adoption of resolution appropriating funds for the general fund and other funds in the fiscal year 2016-17 operating, debt service, and capital budget and adoption of resolution establishing the City's appropriation (Gann) limit for fiscal year 2016-17, with the following category* changes to the *Capital Improvement Program Expenditure Plan* on Page O-59:

- Water fund 820 - Asset Management Software (GIS system) will change to a 2;
- Water fund 820 - Genie Lift – will change to a 2;
- Information Technology – Veeam Backup and Replication will change to a 2.

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

**NOTE: 1 = Council review and approval required before initiation; 2 = Regular approval procurement process applies.*

THE CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 4:36 P.M.

5. CLOSED SESSION

a. Conference with Legal Counsel – Anticipated Litigation

Significant exposure to litigation pursuant to Cal. Gov't Code Section 54956.9(d)(2)
Number of potential cases (1) (Landfill)

b. 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

c. 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

d. Conference with Legal Counsel – Existing Litigation

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

Name of case: County of Mendocino v. Solid Waste System, Inc. et al., Mendocino County Superior Court, Case No. SCUK-CVG-11-59459

e. Conference with Legal Counsel – Existing Litigation

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

Name of case: *Ukiah Citizens for Safety First v. City of Ukiah*, Mendocino County Superior Court, Case No. SCUKCVPT 14-63579

THE CITY COUNCIL RECONVENED IN OPEN SESSION AT 7:00 P.M.

Report out of Closed Session: Sage Sangiacomo, City Manager reported out of Closed Session on behalf of the City Council with the following statement:

The City Council has signed a letter to the District, and is directing the City Clerk to forward that correspondence to the District and the District Board.

6. ADJOURNMENT

There being no further business, the meeting adjourned at 7:02 p.m.

Kristine Lawler, City Clerk



ITEM NO.: 7a

MEETING DATE: September 21, 2016

AGENDA SUMMARY REPORT

SUBJECT: REPORT OF DISBURSEMENTS FOR THE MONTH OF AUGUST**Summary:**

Payments made during the month of AUGUST 2016, 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: 3017929 – 3017998, 3017999 – 3018145,
3018146 – 3018231, 3018232 - 3018332

Accounts Payable Wire Transfer numbers:

Payroll Check numbers: 504107 – 504174, 504175 – 504230

Payroll Manual check numbers:

Void check numbers:

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

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

RECOMMENDED ACTION(S): Approve the Report of Disbursements for the month of AUGUST 2016**ALTERNATIVES:** N/A

Citizens advised: N/A
Requested by: City Manager
Prepared by: Administrative Analyst – Finance Department
Coordinated with: Finance Director and City Manager
Presenters:
Attachments: Report of Disbursements

COUNCIL ACTION DATE: _____: ☐ Approved ☐ Continued to _____ ☐ Other _____**RECORDS APPROVED:** ☐ Agreement: _____ ☐ Resolution: _____ ☐ Ordinance: _____

Note: Please write Agreement No. in upper right corner of agreement when drafted.

Approved: 
Sage Sangiacomo, City Manager

Account Code Summary

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

Account Code Summary

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

Object Code Summary

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

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

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

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

FUNDS:

100	General Fund	\$155,956.30	700	Sanitary Disposal Site Fund	\$11,199.83
105	Measure S General Fund	\$37,873.19	701	Landfill Corrective Fund	
110	Special General Fund		702	Disposal Closure Reserve Fund	
201	Worker's Comp Fund	\$476.00	704	Post Closure Fund - Solid Waste	\$0.00
202	Liability Fund		720	Golf Fund	\$1.20
203	Garage Fund	\$4,222.60	730	Conference Center Fund	\$6,507.07
204	Purchasing Fund	\$4,190.87	750	Visit Ukiah	\$0.00
205	Billing & Collections Fund	\$4,017.03	777	Airport Fund	\$78,399.50
206	Public Safety Dispatch Fund	\$53,172.12	778	Airport Capital Improvement Fund	\$39,450.31
207	Payroll Posting Fund	\$236,726.11	779	Special Aviation Fund	\$9,070.00
208	Building Maintenance/Corp Yard Fund	\$0.00	800	Electric Fund	\$921,651.13
209	IT Fund	\$0.00	801	Electric Capital Reserve Fund	\$3,822.06
220	Equipment Reserve Fund	\$9,107.29	803	Lake Mendocino Bond Reserve	\$2,000.00
250	Special Revenue Fund	\$9,581.64	805	Street Lighting Fund	\$12,258.60
251	Special Projects Reserve Fund	\$1,000.00	806	Public Benefits Fund	\$11,371.22
300	Park Development Fund		820	Water Fund	\$80,113.51
301	Anton Stadium Fund	\$0.00	822	Water Capital Improvement Fund	\$1,186,710.29
302	Observatory Park Fund		840	City/District Sewer Fund	\$55,132.23
304	Swimming Pool Fund	\$0.00	841	Sewer Construction Fund	\$1,425,644.42
305	Riverside Park Fund	\$0.00	843	Sewer Capital Fund	
306	Skate Park Fund	\$0.00	900	Special Deposit Trust	\$8,802.14
310	Museum Grants	\$198,527.93	901	General Service (Accts Recv)	\$7,496.42
311	Alex Rorbaugh Recreation Center Fund	\$302.37	902	U.S.W. Billing & Collection	\$26,937.84
312	Downtown Business Improvement Fund		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	
505	Signalization Fund		940	Sanitation District Special Fund	
506	Bridge Fund		943	Sanitation District Capital Improvement Fund	
507	1998 STIP Augmentation Fund		952	REDIP Sewer Enterprise Fund	
508	SB325 Reimbursement Fund		960	Community Redevelopment Agency	
509	S.T.P. Fund		961	RDA Housing Pass-Through	
510	Trans-Traffic Congest Relief Fund		962	Redevelopment Housing Fund	
600	Community Development Block Grant		963	Housing Debt	
601	EDBG 94-333 Revolving Loan		964	RDA Capital Pass-Through	
602	Community Development Fund		965	Redevelopment Capital Improvement Fund	
603	08-HOME-4688		966	Redevelopment Debt Service	
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	\$2,692.83
607	Prop 84 Grant Fund		844/944	Sewer Capital Projects Fund	\$63,434.86
610	City RDA Projects Fund			Retainage Withheld	\$31,265.66
630	Asset Seizure Fund	\$18,330.50			
631	Asset Seizure Fund (Drug/Alcohol)				
633	H & S Education 11489(B)(2)(A1)	\$48,940.00			
634	Federal Asset Seizure Grants				
635	SUP Law Enforcement Service Fund	\$1,250.00			
637	Local Law Enforcement Block Grant				
638	Asset Forfeiture 11470.2 H & S				
639	Special Revenue - Police	\$0.00			
640	Parking District Fund	\$715.98			
691	Museum Fund	\$2,929.85			

PAYROLL CHECK NUMBERS: 504107 - 504174

DIRECT DEPOSIT NUMBERS: 77626 - 77975

PAYROLL PERIOD: 7/17/16 - 7/30/16

PAYROLL CHECK NUMBERS: 504175 - 504230

DIRECT DEPOSIT NUMBERS: 77976 - 78215

PAYROLL PERIOD: 7/31/16 - 8/13/16

PAYROLL CHECK NUMBERS:

DIRECT DEPOSIT NUMBERS:

PAYROLL PERIOD:

VOID CHECK NUMBERS:

MANUAL CHECK NUMBERS:

WIRE TRANSFER NUMBERS:

TOTAL DEMAND PAYMENTS- A/P CHECKS \$4,771,280.90

TOTAL DEMAND PAYMENTS-WIRES* & EFT's \$4,743.00

TOTAL PAYROLL CHECKS & DIRECT DEPOSITS \$862,236.94

TOTAL PAYROLL EFT's (TAXES, PERS, VENDORS) \$620,819.00

* vendor name(if applicable)

TOTAL PAYMENTS \$6,259,079.84

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

List of Checks Presented for Approval on 8/5/2016

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

 8-5-16
Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
AICPA DUES	100200253	CGMA-RENEW FY17	\$375.00	10013400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$375.00
					Vendor Total:	\$375.00
AIMEE SHIELDS	CM-JULY-17	CREDIT MEMO	(\$1,250.00)	63520210-52100	CONTRACTED SERVICES	(\$1,250.00)
	AUG-16	TRANSCRIPTION SERVICES FOR POL	\$1,250.00	63520210-52100	CONTRACTED SERVICES	\$1,250.00
	JULY-16	TRANSCRIPTION SERVICES FOR POL	\$1,250.00	63520210-52100	CONTRACTED SERVICES	\$1,250.00
					Vendor Total:	\$1,250.00
ALL-GUARD ALARM SYSTEMS INC	A82053	WWTP SECURITY SERVICES	\$74.00	84024425-52180	SECURITY SERVICES	\$74.00
					Vendor Total:	\$74.00
ALLEN JAMES	DV 072616	INSTRUCTOR	\$343.00	10022850-52100	CONTRACTED SERVICES	\$343.00
					Vendor Total:	\$343.00
AMY NICOLE THURSTON	DV 072616	AMERICAN RED CROSS WSI KIT REIMBURSEMENT	\$534.71	10022300-57101	CONF & TRAINING-AQUATICS	\$534.71
					Vendor Total:	\$534.71
ASBURY ENVIRONMENTAL SVCS	I500-00063209	DISPOSAL OF MISC. PRODUCTS AS	\$120.00	20324100-52100	CONTRACTED SERVICES	\$120.00
					Vendor Total:	\$120.00
BUSINESS CARD	SF-D 19751	PURCHASING CREDIT CARD, MISC P	\$10.00	10018000-52510	ADVERTISING & PROMOTION	\$10.00

List of Checks Presented for Approval on 8/5/2016

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
BUSINESS CARD	SF-D 17593	PURCHASING CREDIT CARD, MISC P	\$118.10	10018000-52510	ADVERTISING & PROMOTION	\$118.10
	AX1AE804BE8 C	CITY MGR DEPARTMENT CREDIT CAR	\$655.00	10012100-57100	CONFERENCE & TRAINING	\$655.00
	205521	HR/RISK MGMT CREDIT CARD, MISC	\$173.06	10016100-57100	CONFERENCE & TRAINING	\$173.06
	CM169505	POLICE CREDIT CARD, MISC PURCH	(\$221.25)	10520210-57100	CONFERENCE & TRAINING	(\$221.25)
	SF-D 19653	POLICE CREDIT CARD, MISC PURCH	\$6.00	10520210-57100	CONFERENCE & TRAINING	\$6.00
	SF-D 19653	POLICE CREDIT CARD, MISC PURCH	\$18.82	10520210-57100	CONFERENCE & TRAINING	\$18.82
	CM072116	POLICE CREDIT CARD, MISC PURCH	(\$150.00)	63020210-57100	CONFERENCE & TRAINING	(\$150.00)
	500914	POLICE CREDIT CARD, MISC PURCH	\$53.10	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.05)
				10520210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$0.05
				10520210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$53.10
	SF-D 18799	PUBLIC SAFETY CARD, MISC PURCH	\$385.68	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.16)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.63)
				10521210-54100	SUPPLIES	\$0.79
				10521210-54100	SUPPLIES	\$385.68
	4694-7844-3194 -6153	CITY MGR DEPARTMENT CREDIT CAR	\$400.00	10012100-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$400.00
	SF-D 19413	PURCHASING CREDIT CARD, MISC P	\$780.00	20922900-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$780.00
	62016	POLICE CREDIT CARD, MISC PURCH	\$25.00	10520210-54100	SUPPLIES	\$25.00
	SF-D 15968	PURCHASING CREDIT CARD, MISC P	\$143.40	20324100-54100	SUPPLIES	\$143.40
	SF-D 18798	POLICE CREDIT CARD, MISC PURCH	\$726.66	20620231-54100	SUPPLIES	\$726.66
	SF-D 15967	PURCHASING CREDIT CARD, MISC P	\$35.30	80026400-54100	SUPPLIES	\$35.30

List of Checks Presented for Approval on 8/5/2016

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
					Vendor Total:	\$3,158.87
CA PEER SUPPORT ASSOC	DV 072516	PEER SUPPORT CONFERENCE DUES	\$325.00	20620231-57100	CONFERENCE & TRAINING	\$325.00
					Vendor Total:	\$325.00
CANTEEN SERVICE	9117	MISCELLANEOUS SUPPLIES AS NEED	\$77.25	10011100-54100	SUPPLIES	\$77.25
	9120	MISCELLANEOUS SUPPLIES AS NEED	\$70.60	10022300-54100	SUPPLIES	\$70.60
	9107	MISCELLANEOUS SUPPLIES AS NEED	\$115.27	10022300-54100	SUPPLIES	\$115.27
	9118	MISCELLANEOUS SUPPLIES AS NEED	\$225.96	10022300-54100	SUPPLIES	\$225.96
					Vendor Total:	\$489.08
CLARK PEST CONTROL	18614263	PEST CONTROL SVCS	\$95.00	80026400-52100	CONTRACTED SERVICES	\$95.00
					Vendor Total:	\$95.00
COMCAST	0472-07/22/16	UTILITIES	\$152.31	73022600-55100	TELEPHONE	\$152.31
					Vendor Total:	\$152.31
COMPUTER OPTIONS INC	BILL40619	IT SERVICES	\$1,800.00	20922900-52100	CONTRACTED SERVICES	\$1,800.00
	BILL40372	IT SERVICES	\$7,650.00	20922900-52100	CONTRACTED SERVICES	\$7,650.00
					Vendor Total:	\$9,450.00
DAN HUNT	DV072616	EMPLOYEE REIMBURSEMENT	\$194.61	70024500-54100	SUPPLIES	\$194.61
					Vendor Total:	\$194.61
DAVID MCQUEARY	DV 072716	EMPLOYEE REINBURSEMENT	\$193.73	10520210-54100	SUPPLIES	\$193.73
					Vendor Total:	\$193.73
DC CUSTOMS INC	182607	SEAT COVERS	\$222.72	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.96)

List of Checks Presented for Approval on 8/5/2016

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
DC CUSTOMS INC	182607	SEAT COVERS	\$222.72	10520210-56130	EXTERNAL SERVICES	\$0.96
				10520210-56130	EXTERNAL SERVICES	\$222.72
				Vendor Total:		\$222.72
DUDE DOLUTIONS	R-106658	Applications Software (For Min	\$3,750.00	10022500-56300	BUILDING MAINT. & REPAIR	\$3,750.00
				Vendor Total:		\$3,750.00
FASTENAL	CAUKA21913	EQUIPMENT MAINTENANCE & REPAIRS	\$7.07	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$7.07
				Vendor Total:		\$7.07
FEDERAL ENERGY REGULATORY COMMISSION	DV 072716	2016 HYDROPOWER ANNUAL FERC	\$5,347.53	80026330-59101	FEES	\$5,347.53
				Vendor Total:		\$5,347.53
FILETRAIL	2016-0426	HOSTED FILE MANAGMENT SYSTEM	\$475.00	10011100-52100	CONTRACTED SERVICES	\$475.00
				Vendor Total:		\$475.00
FISHER WIRELESS SVCS INC	226256	COMMUNICATION EQUIP & MIS REPA	\$69.74	10520210-56130	EXTERNAL SERVICES	\$69.74
				Vendor Total:		\$69.74
FRANK ROMANO	UPD06302016	ANNUAL K9 TRAINING	\$500.00	63020210-54100	SUPPLIES	\$500.00
				Vendor Total:		\$500.00
FREIGHTQUOTE.COM INC	6043046852	SHIPPING SERVICES	\$179.00	82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$179.00
				Vendor Total:		\$179.00
GUY MILLS	DUES-2015	SERVICE CLUB REIMBURSEMENT	\$250.00	10018000-52510	ADVERTISING & PROMOTION	\$250.00
	DUES-2016	SERVICE CLUB REIMBURSEMENT	\$250.00	10018000-52510	ADVERTISING & PROMOTION	\$250.00
				Vendor Total:		\$500.00

List of Checks Presented for Approval on 8/5/2016

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
HACH COMPANY	10003628	SUPPLIES AS NEEDED	\$317.62	84024425-54100	SUPPLIES	\$317.62
					Vendor Total:	\$317.62
INTEGRITY SHRED	60383	DOCUMENT SHREDDING SERVICES	\$57.00	10520210-54100	SUPPLIES	\$28.50
				20620231-54100	SUPPLIES	\$28.50
					Vendor Total:	\$57.00
ITRON INC	415992	Software Maintenance/Support	\$1,127.92	20524412-56120	EQUIPMENT MAINTENANCE & REPAIR	\$569.49
				20526430-56120	EQUIPMENT MAINTENANCE & REPAIR	\$558.43
					Vendor Total:	\$1,127.92
JAMES REESE	17123	CLEANING SERVICES	\$420.00	73022600-56300	BUILDING MAINT. & REPAIR	\$420.00
					Vendor Total:	\$420.00
JUDY CHAN	AUG-16	AUGUST 2016 RENT- 185 MASON STREET	\$1,365.00	10022100-52600	RENT	\$1,365.00
					Vendor Total:	\$1,365.00
KELLY-MOORE PAINT COMPANY INC	910-00000242353	MISC. MATERIALS AS NEEDED, FYE	\$27.19	82024411-56300	BUILDING MAINT. & REPAIR	\$27.19
	910-00000241307	MISC. MATERIALS AS NEEDED, FYE	\$249.99	10024220-54125	PW - TRAFFIC PAINT	\$249.99
					Vendor Total:	\$277.18
LIFE ASSIST	757005	MISC. EMS SUPPLIES AS NEEDED,	\$154.84	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.18)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.72)
				10022300-54100	SUPPLIES	\$0.90
				10022300-54100	SUPPLIES	\$154.84
					Vendor Total:	\$154.84

List of Checks Presented for Approval on 8/5/2016

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
MARK R WINKLER	071816	PROFESSIONAL SERVICES-COPYWRIT	\$150.00	75017110-52100	CONTRACTED SERVICES	\$150.00
					Vendor Total:	\$150.00
MATHESON TRI-GAS INC	13740732	OXYGEN & MISCELLANEOUS AS NEED	\$24.05	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.12)
				84024421-54100	SUPPLIES	\$0.12
				84024421-54100	SUPPLIES	\$24.05
					Vendor Total:	\$24.05
MEL GRANDI	DV 072716	EMPLOYEE REIMBURSEMENT	\$70.23	80026400-54100	SUPPLIES	\$70.23
					Vendor Total:	\$70.23
MOIRS	131931	MISCELLANEOUS POOL SUPPLIES AS	\$592.12	10022300-54100	SUPPLIES	\$592.12
	131954	MISCELLANEOUS POOL SUPPLIES AS	\$252.83	82024411-58202	WATER TREATMENT PLANT CHEMICAL	\$252.83
	132586	MISCELLANEOUS POOL SUPPLIES AS	\$345.66	82024411-58202	WATER TREATMENT PLANT CHEMICAL	\$345.66
					Vendor Total:	\$1,190.61
NAPA VALLEY CRIMINAL JUSTICE TRAINING CENTER	DV 072516	FIREARMS INSTRUCTOR TRAINING-CHASE RIGBY	\$500.00	10520210-57100	CONFERENCE & TRAINING	\$500.00
					Vendor Total:	\$500.00
NATIONAL METER & AUTOMATION	S1071507.001	WATER SUPPLY, GROUNDWATER, SEW	\$1,794.41	82024414-54100	SUPPLIES	\$1,794.41
					Vendor Total:	\$1,794.41
NORTH BAY PROFESSIONAL OFFICIALS INC	053	OFFICIATE ADULT BASKETBALL GAM	\$1,445.00	10022821-52100	CONTRACTED SERVICES	\$1,445.00
					Vendor Total:	\$1,445.00
ONE TIME PAY VENDOR	DV072716	2016 SUMMER SAFARI DAY CAMP REFUND	\$320.00	10022840-44915	RECREATION PROGRAM INCOME	\$320.00
	DV 072616	2016 SUMMER POOL CLASS REFUND	\$60.00	10022300-44910	SWIMMING POOL	\$60.00

List of Checks Presented for Approval on 8/5/2016

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ONE TIME PAY VENDOR	101660-9	UTILITIES REFUND	\$27.29	90100000-10421	UTILITY RECEIVABLES CLEARING	\$27.29
	114588-7	UTILITIES REFUND	\$62.77	90100000-10421	UTILITY RECEIVABLES CLEARING	\$62.77
	113136-6	UTILITIES REFUND	\$129.05	90100000-10421	UTILITY RECEIVABLES CLEARING	\$129.05
	115209-3	UTILITIES REFUND	\$132.58	90100000-10421	UTILITY RECEIVABLES CLEARING	\$132.58
Vendor Total: -----						\$731.69
ONESOURCE DISTRIBUTORS LLC	S5198250.001	PARTS AS NEEDED	\$155.70	80000000-12104	INVENTORY - PURCHASES	\$155.70
	Vendor Total: -----					\$155.70
PACE SUPPLY CORPORATION	023394654	MISCELLANEOUS ITEMS AS NEEDED	\$14.68	82024411-56300	BUILDING MAINT. & REPAIR	\$0.07
				82024411-56300	BUILDING MAINT. & REPAIR	\$14.68
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.07)
	023394216	MISCELLANEOUS ITEMS AS NEEDED	\$18.44	82024411-56300	BUILDING MAINT. & REPAIR	\$0.09
				82024411-56300	BUILDING MAINT. & REPAIR	\$18.44
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.09)
	023394629	MISCELLANEOUS ITEMS AS NEEDED	\$27.52	82024411-56300	BUILDING MAINT. & REPAIR	\$0.13
				82024411-56300	BUILDING MAINT. & REPAIR	\$27.52
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.13)
	023395693	MISCELLANEOUS ITEMS AS NEEDED	\$70.12	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.33)
				82024414-54100	SUPPLIES	\$0.33
				82024414-54100	SUPPLIES	\$70.12
	023363860	MISCELLANEOUS ITEMS AS NEEDED,	\$585.73	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$2.72)

List of Checks Presented for Approval on 8/5/2016

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
PACE SUPPLY CORPORATION	023363860	MISCELLANEOUS ITEMS AS NEEDED,	\$585.73	82024414-58510	REIMBRSABLE JOBS	\$2.72
				82024414-58510	REIMBRSABLE JOBS	\$585.73
				Vendor Total:		\$716.49
PETERSON CAT	PC060132678	PARTS & SERVICE REPAIRS AS NEE	\$27.58	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.13)
				84024421-56130	EXTERNAL SERVICES	\$0.13
				84024421-56130	EXTERNAL SERVICES	\$27.58
	PC060132594	PARTS & SERVICE REPAIRS AS NEE	\$120.25	10520210-56130	EXTERNAL SERVICES	\$120.25
				Vendor Total:		\$147.83
PLEASANT VIEW DAIRY	0100522616	PROVIDE MISC GOODS AS NEEDED	\$6.41	10022300-54100	SUPPLIES	\$6.41
	0100520682	PROVIDE MISC GOODS AS NEEDED	\$84.90	10022300-54100	SUPPLIES	\$84.90
	0100516350	PROVIDE MISC GOODS AS NEEDED	\$165.03	10022300-54100	SUPPLIES	\$165.03
	Vendor Total:		\$256.34			
POLYDYNE INC	975682	NON-IONIC DRY POLYMER	\$1,028.50	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$1.29)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$5.14)
				90000000-23013	STATE USE TAX LIABILITY	(\$77.14)
				82024411-58202	WATER TREATMENT PLANT CHEMICAL	\$83.57
				82024411-58202	WATER TREATMENT PLANT CHEMICAL	\$1,028.50
				Vendor Total:		\$1,028.50
PROFESSIONALCELLULAR & PAGING	A36970	PAGING SERVICES	\$155.55	20922900-54100	SUPPLIES	\$155.55
Vendor Total:		\$155.55				

List of Checks Presented for Approval on 8/5/2016

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
PROGLASS INC	2016215	EQUIPMENT MAINTENANCE & REPAIR	\$795.25	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.61)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$2.43)
				80100000-80230	INFRASTRUCTURE	\$39.50
				80100000-80230	INFRASTRUCTURE	\$795.25
				90000000-23013	STATE USE TAX LIABILITY	(\$36.46)
				Vendor Total:		\$795.25
PUBLIC SERVICE DEPARTMENT	89680-2-07/21/16	UTILITIES	\$106.59	31122870-55210	UTILITIES	\$106.59
				Vendor Total:		\$106.59
REDWOOD TOXICOLOGY LAB INC	00169820166	DRUG SCREENING TESTING	\$33.75	10520210-52100	CONTRACTED SERVICES	\$33.75
				Vendor Total:		\$33.75
REDWOOD TREE SERVICE STATIONS INC	STMT 070116	CAR WASHES & INTERIOR CLEANING	\$535.00	20822500-56300	BUILDING MAINT. & REPAIR	\$48.00
				10520210-56130	EXTERNAL SERVICES	\$463.00
				82024414-56130	EXTERNAL SERVICES	\$24.00
				Vendor Total:		\$535.00
REXEL INC	J877889	MISC ELECTRICAL SUPPLIES AS NE	\$156.16	20822500-56300	BUILDING MAINT. & REPAIR	\$0.73
				20822500-56300	BUILDING MAINT. & REPAIR	\$156.16
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.73)
	J834827	MISC ELECTRICAL SUPPLIES AS NE	\$48.80	82024411-56300	BUILDING MAINT. & REPAIR	\$0.23
				82024411-56300	BUILDING MAINT. & REPAIR	\$48.80
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.23)

List of Checks Presented for Approval on 8/5/2016

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
REXEL INC	J827247	MISC ELECTRICAL SUPPLIES AS NE	\$18.22	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.09)
				80526610-54100	SUPPLIES	\$0.09
				80526610-54100	SUPPLIES	\$18.22
				Vendor Total:		\$223.18
RICHARD MARTIN	21630	EQUIPMENT MAINTENANCE & REPAIRS	\$112.95	10024220-54120	PW - SPECIAL SUPPLIES	\$112.95
				Vendor Total:		\$112.95
RINO PACIFIC	CL14695	FUEL AS NEEDED	\$400.15	82024414-56210	FUEL & FLUIDS	\$216.08
				84024421-56210	FUEL & FLUIDS	\$184.07
				Vendor Total:		\$400.15
SAFEWAY INC	430596-071516- 1583	MISCELLANEOUS PURCHASES AS REQ	\$30.60	10022300-54100	SUPPLIES	\$30.60
	807867-070616- 1583	MISCELLANEOUS PURCHASES AS REQ	\$15.09	10022840-54100	SUPPLIES	\$15.09
	Vendor Total:			\$45.69		
SHAPE PRODUCTS	4005415	SUPPLIES AS NEEDED	\$600.56	84024425-54100	SUPPLIES	\$600.56
				Vendor Total:		\$600.56
SHEEDY DRAYAGE CO	98726	ELECTRICAL EQUIPMENT AND SUPPL	\$6,138.00	80026120-52100	CONTRACTED SERVICES	\$6,138.00
				Vendor Total:		\$6,138.00
TELSTAR INSTRUMENTS INC	86566	EQUIPMENT MAINT, REPAIR, AND R	\$1,585.00	82024411-52100	CONTRACTED SERVICES	\$1,585.00
				Vendor Total:		\$1,585.00
UKIAH PAPER SUPPLY	458801	JANITORIAL SUPPLIES, MISC AS N	\$29.41	20822500-56300	BUILDING MAINT. & REPAIR	\$29.41
	458663	JANITORIAL SUPPLIES, MISC AS N	\$48.46	20822500-56300	BUILDING MAINT. & REPAIR	\$48.46

List of Checks Presented for Approval on 8/5/2016

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
UKIAH PAPER SUPPLY	I459243	JANITORIAL SUPPLIES, MISC AS N	\$37.36	10022100-54100	SUPPLIES	\$37.36
	I459533	JANITORIAL SUPPLIES, MISC AS N	\$69.73	10022100-54100	SUPPLIES	\$69.73
	I459232	JANITORIAL SUPPLIES, MISC AS N	\$91.45	10022100-54100	SUPPLIES	\$91.45
	I459086	JANITORIAL SUPPLIES, MISC AS N	\$121.33	10022100-54100	SUPPLIES	\$121.33
	I458323	JANITORIAL SUPPLIES, MISC AS N	\$150.56	10022100-54100	SUPPLIES	\$150.56
	458625	JANITORIAL SUPPLIES, MISC AS N	\$29.13	10022300-54100	SUPPLIES	\$29.13
	459170	JANITORIAL SUPPLIES, MISC AS N	\$371.72	10022300-54100	SUPPLIES	\$371.72
	459136	JANITORIAL SUPPLIES, MISC AS N	\$69.73	10022840-54100	SUPPLIES	\$69.73
	I459557	JANITORIAL SUPPLIES, MISC AS N	\$59.98	20822500-54100	SUPPLIES	\$59.98
	I459263	JANITORIAL SUPPLIES, MISC AS N	\$279.29	20822500-54100	SUPPLIES	\$279.29
	I458714	JANITORIAL SUPPLIES, MISC AS N	\$120.43	69122700-54100	SUPPLIES	\$120.43
	I458713	JANITORIAL SUPPLIES, MISC AS N	\$170.78	69122700-54100	SUPPLIES	\$170.78
	458397	JANITORIAL SUPPLIES, MISC AS N	\$175.10	73022600-54100	SUPPLIES	\$175.10
	I458622	JANITORIAL SUPPLIES, MISC AS N	\$354.78	73022600-54100	SUPPLIES	\$354.78
	459082	JANITORIAL SUPPLIES, MISC AS N	\$484.47	73022600-54100	SUPPLIES	\$484.47
	I458948	JANITORIAL SUPPLIES, MISC AS N	\$440.19	77725200-54100	SUPPLIES	\$440.19
	I459393	JANITORIAL SUPPLIES, MISC AS N	\$185.09	80026120-54100	SUPPLIES	\$185.09
	459230	JANITORIAL SUPPLIES, MISC AS N	\$181.94	84024425-54100	SUPPLIES	\$181.94
Vendor Total: -----						\$3,470.93

List of Checks Presented for Approval on 8/5/2016

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
UKIAH ROUND TREE GLASS	154131	SUPPLIES AS NEEDED	\$44.19	10520210-56130	EXTERNAL SERVICES	\$44.19
					Vendor Total:	\$44.19
UKIAH TROPHIES & GIFTS	040067	SUPPLIES AS NEEDED	\$637.94	10022822-54100	SUPPLIES	\$637.94
					Vendor Total:	\$637.94
UKIAH VALLEY ASSOCIATION FOR HABILITATION INC	IN17909	JANITORIAL SVCS-CORP YARD & WW	\$800.00	84024425-52100	CONTRACTED SERVICES	\$800.00
					Vendor Total:	\$800.00
UNITED ROTARY BRUSH CORP	CI188453	CABLE WRAPS, GUTTER BROOMS & M	\$339.89	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.40)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.59)
				10024220-56130	EXTERNAL SERVICES	\$25.89
				10024220-56130	EXTERNAL SERVICES	\$339.89
				90000000-23013	STATE USE TAX LIABILITY	(\$23.90)
					Vendor Total:	\$339.89
US BANK	4350971	ARBITRAGE REBATE REPORT	\$2,000.00	80326330-54100	SUPPLIES	\$2,000.00
					Vendor Total:	\$2,000.00
USA BLUEBOOK	CM006330	CREDIT MEMO	(\$295.95)	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	(\$295.95)
	998035	SUPPLIES AS NEEDED	\$183.45	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$183.45
	998659	SUPPLIES AS NEEDED	\$241.59	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$241.59
	998034	SUPPLIES AS NEEDED	\$288.50	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$288.50
	987101	REPAIR KIT	\$315.91	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$315.91
					Vendor Total:	\$733.50

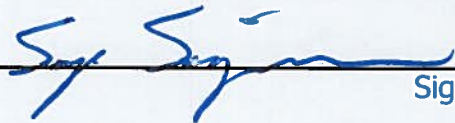
List of Checks Presented for Approval on 8/5/2016

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
VERIZON WIRELESS	9768979571	TELEPHONE-VERIZON	\$1,056.32	10022300-55100	TELEPHONE	\$38.01
				10022840-55100	TELEPHONE	\$38.01
				10023100-55100	TELEPHONE	\$38.01
				10024210-55100	TELEPHONE	\$63.35
				10024220-55100	TELEPHONE	\$25.21
				10520210-55100	TELEPHONE	\$76.02
				20922900-55100	TELEPHONE	\$308.92
				77725200-55100	TELEPHONE	\$38.00
				80026400-55100	TELEPHONE	\$152.04
				82024410-55100	TELEPHONE	\$82.36
				82024411-55100	TELEPHONE	\$38.01
				84024420-55100	TELEPHONE	\$44.35
				84024421-55100	TELEPHONE	\$114.03
				Vendor Total:		
WHISPERING PINES WATER	20160630	SUPPLIES AS NEEDED	\$70.00	10022840-54100	SUPPLIES	\$70.00
Vendor Total:					\$70.00	
WILLOW COUNTY WATER DIST	40351-07/22/16	UTILITIES	\$20.00	31122870-55210	UTILITIES	\$20.00
	40353-07/22/16	UTILITIES	\$28.54	31122870-55210	UTILITIES	\$28.54
Vendor Total:					\$48.54	
INVOICE TOTAL:						\$59,669.76

List of Checks Presented for Approval on 8/12/2016

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

 8-16-16
Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ACCURATE AIR ENGINEERING INC	L-067118	PARTS	\$299.06	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$299.06
Vendor Total:						\$299.06
ACME RIGGING & SUPPLY CO	279477	MISC RENTAL & SUPPLIES AS NEED	\$231.28	10024220-56130	EXTERNAL SERVICES	\$231.28
Vendor Total:						\$231.28
ADVANCED COLLISION REPAIR INC	44366	#2633 FRONT RIGHT BODY REPAIR	\$2,691.35	10024220-56130	EXTERNAL SERVICES	\$2,691.35
Vendor Total:						\$2,691.35
ALPHA ANALYTICAL LABORATORIES INC	6061707-UKIAHELEC	MISCELLANEOUS LAB WORK AS NEED	\$75.00	80026400-52100	CONTRACTED SERVICES	\$75.00
	6073165-UKIAHELEC	MISCELLANEOUS LABORATORY WORK	\$130.00	80026400-52100	CONTRACTED SERVICES	\$130.00
	6072089-UKIAH	MISCELLANEOUS LABORATORY WORK	\$42.00	82224413-80230	INFRASTRUCTURE	\$42.00
	6071811-UKIAH	MISCELLANEOUS LABORATORY WORK	\$52.50	82224413-80230	INFRASTRUCTURE	\$52.50
	6070926-UKIAH	MISCELLANEOUS LABORATORY WORK	\$60.00	82224413-80230	INFRASTRUCTURE	\$60.00
	6071851-UKIAH	MISCELLANEOUS LABORATORY WORK	\$60.00	82224413-80230	INFRASTRUCTURE	\$60.00
	6071944-UKIAH	MISCELLANEOUS LABORATORY WORK	\$60.00	82224413-80230	INFRASTRUCTURE	\$60.00
	6072268-UKIAH	MISCELLANEOUS LABORATORY WORK	\$60.00	82224413-80230	INFRASTRUCTURE	\$60.00
	6072737-UKIAH	MISCELLANEOUS LABORATORY WORK	\$60.00	82224413-80230	INFRASTRUCTURE	\$60.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ALPHA ANALYTICAL LABORATORIES INC	6073092-UKIAH	MISCELLANEOUS LABORATORY WORK	\$60.00	82224413-80230	INFRASTRUCTURE	\$60.00
	6073316-UKIAH	MISCELLANEOUS LABORATORY WORK	\$60.00	82224413-80230	INFRASTRUCTURE	\$60.00
	6073328-UKIAH	MISCELLANEOUS LABORATORY WORK	\$60.00	82224413-80230	INFRASTRUCTURE	\$60.00
	6073449-UKIAH	MISCELLANEOUS LABORATORY WORK	\$60.00	82224413-80230	INFRASTRUCTURE	\$60.00
	6073450-UKIAH	MISCELLANEOUS LABORATORY WORK	\$60.00	82224413-80230	INFRASTRUCTURE	\$60.00
	6071095-UKIAH	MISCELLANEOUS LABORATORY WORK	\$355.00	82224413-80230	INFRASTRUCTURE	\$355.00
	6071392-UKIAH	WATER AND WASTEWATER TREATING	\$1,690.00	82224413-80230	INFRASTRUCTURE	\$1,690.00
	6071681- UKIAHSTP	MISCELLANEOUS LABORATORY WORK	\$84.00	84024425-54100	SUPPLIES	\$84.00
	6072836- UKIAHSTP	MISCELLANEOUS LABORATORY WORK	\$84.00	84024425-54100	SUPPLIES	\$84.00
	6072847- UKIAHSTP	MISCELLANEOUS LABORATORY WORK	\$84.00	84024425-54100	SUPPLIES	\$84.00
	6072151- UKIAHSTP	MISCELLANEOUS LABORATORY WORK	\$113.00	84024425-54100	SUPPLIES	\$113.00
	6072940- UKIAHSTP	MISCELLANEOUS LABORATORY WORK	\$188.00	84024425-54100	SUPPLIES	\$188.00
	6072191- UKIAHSTP	MISCELLANEOUS LABORATORY WORK	\$189.00	84024425-54100	SUPPLIES	\$189.00
	6072190- UKIAHSTP	MISCELLANEOUS LABORATORY WORK	\$377.00	84024425-54100	SUPPLIES	\$377.00
	Vendor Total: -----					\$4,063.50
ALSCO-AMERICAN LINEN DIVISION	LSR0919702	LAUNDRY AND LINEN SERVICES	\$204.74	20324100-52100	CONTRACTED SERVICES	\$204.74
	LSR0922682	LAUNDRY AND LINEN SERVICES	\$204.74	20324100-52100	CONTRACTED SERVICES	\$204.74
	Vendor Total: -----					\$409.48
ALTEC INDUSTRIES INC	10594644	ELECTRICAL EQUIPMENT AND SUPPL	\$1,129.91	80026400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,129.91
Vendor Total: -----						\$1,129.91

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ANTONIO MUNOZ	CFM072016	EDUCATIONAL/TRAINING SERVICES	\$333.33	10521210-57100	CONFERENCE & TRAINING	\$333.33
	CFM082016	EDUCATIONAL/TRAINING SERVICES	\$333.33	10521210-57100	CONFERENCE & TRAINING	\$333.33
Vendor Total:						\$666.66
ARROW FENCING	75881	TEMPORARY FENCING	\$379.75	82224413-80230	INFRASTRUCTURE	\$379.75
Vendor Total:						\$379.75
AT&T	JULY16	911 SYSTEM	\$223.51	20620231-52100	CONTRACTED SERVICES	\$223.51
Vendor Total:						\$223.51
B & B INDUSTRIAL SUPPLY INC	204408	MISCELLANEOUS MATERIALS AS NEE	\$2.45	20822500-56300	BUILDING MAINT. & REPAIR	\$2.45
	203937	MISCELLANEOUS MATERIALS AS NEE	\$21.56	20822500-56300	BUILDING MAINT. & REPAIR	\$21.56
	180368	MISCELLANEOUS MATERIALS AS NEE	\$39.34	82024411-56130	EXTERNAL SERVICES	\$39.34
	180247	MISCELLANEOUS MATERIALS AS NEE	\$430.34	82024411-56130	EXTERNAL SERVICES	\$215.17
				84024421-56130	EXTERNAL SERVICES	\$215.17
	179917	MISCELLANEOUS MATERIALS AS NEE	\$36.62	10024220-54120	PW - SPECIAL SUPPLIES	\$36.62
	179906	MISCELLANEOUS MATERIALS AS NEE	\$151.53	10024220-54120	PW - SPECIAL SUPPLIES	\$151.53
Vendor Total:						\$681.84
BOYS AND GIRLS CLUB OF UKIAH	16/17	ANNUAL DONATION FOR DRUG & ALCOHOL EDUCATION	\$15,000.00	63320210-52100	CONTRACTED SERVICES	\$15,000.00
Vendor Total:						\$15,000.00
CA RURAL WATER ASSOC	SEPT 16/17	MEMBERSHIP FEES	\$1,146.00	82024411-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$1,146.00
Vendor Total:						\$1,146.00
CA STATE DISBURSEMENT UNIT	DV080316	INCOME WITHHOLDING ORDER	\$39.22	10000000-20150	AP CONTRACT RETAINAGE	\$39.22
Vendor Total:						\$39.22

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
CANTEEN SERVICE	9134	MISCELLANEOUS SUPPLIES AS NEED	\$18.96	10022300-54100	SUPPLIES	\$18.96
	5975;000110	WATER FILTRATION SERVICE POLIC	\$45.00	10520210-54100	SUPPLIES	\$22.50
				20620231-54100	SUPPLIES	\$22.50
	Vendor Total:					\$63.96
CLARK PEST CONTROL	18614206	PEST CONTROL SVCS	\$74.00	80026330-52100	CONTRACTED SERVICES	\$74.00
						Vendor Total: \$74.00
CODY LYNN EDWARDS	DV080916	VISIT UKIAH MOBILE APP	\$2,375.00	75017110-52100	CONTRACTED SERVICES	\$2,375.00
						Vendor Total: \$2,375.00
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	8821-497068	MISCELLANEOUS ELECTRICAL SUPPI	\$145.29	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.68)
				84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$0.68
				84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$145.29
				Vendor Total: \$145.29		
CORY OLIVER	TA 06/30/16	TRAVEL REIMBURSEMENT	\$15.00	10520210-57100	CONFERENCE & TRAINING	\$15.00
						Vendor Total: \$15.00
COUNTY OF MENDOCINO COUNTY CLERK-RECORDER	DV 081016	CEQU FILING FEE FOR AIRPORT FUEL TANK PROJECT	\$50.00	25024210-80230	INFRASTRUCTURE	\$50.00
	DV080216	REPLENISH EIR CHARGE ACCOUNT	\$199.00	10024210-54100	SUPPLIES	\$199.00
	Vendor Total: \$249.00					
CREATIVE SERVICES OF NEW ENGLAND	D16-11662	FOIL BADGE STICKERS	\$343.95	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.43)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.72)
				90000000-23013	STATE USE TAX LIABILITY	(\$25.80)
				63020210-54100	SUPPLIES	\$27.95

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
CREATIVE SERVICES OF NEW ENGLAND	D16-11662	FOIL BADGE STICKERS	\$343.95	63020210-54100	SUPPLIES	\$343.95
Vendor Total:						\$343.95
DAN HUNT	1-227144	EMPLOYEE REIMBURSEMENT	\$194.61	70024500-54100	SUPPLIES	\$194.61
Vendor Total:						\$194.61
DAPHINE HARRIS - PETTY CASH	081216	REPLENISH PETTY CASH	\$161.97	10023100-57100	CONFERENCE & TRAINING	\$4.00
				10024210-57100	CONFERENCE & TRAINING	\$10.68
				77725200-57100	CONFERENCE & TRAINING	\$0.69
				80026400-57100	CONFERENCE & TRAINING	\$6.25
				82024410-57100	CONFERENCE & TRAINING	\$10.19
				82024410-57100	CONFERENCE & TRAINING	\$10.50
				84024420-57100	CONFERENCE & TRAINING	\$3.99
				84024420-57100	CONFERENCE & TRAINING	\$10.19
				84024420-57100	CONFERENCE & TRAINING	\$12.00
				73022600-56120	EQUIPMENT MAINTENANCE & REPAIR	\$10.00
				84024420-56210	FUEL & FLUIDS	\$14.50
				10023320-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$20.00
				10023320-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$20.00
				10023320-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$20.00
				10016100-54101	POSTAGE	\$1.57
				10024210-54101	POSTAGE	\$7.41

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
DAPHINE HARRIS - PETTY CASH	081016	REPLENISH PETTY CASH	\$10.00	82024414-56210	FUEL & FLUIDS	\$10.00
					Vendor Total:	\$171.97
DARLENE R SIMPSON	8139	PROVIDE ALL LABOR AND MATERIAL	\$9,070.00	77900000-80100	MACHINERY & EQUIPMENT	\$9,070.00
					Vendor Total:	\$9,070.00
DAVE SENG	974c	TAXI PERMIT DECALS	\$85.15	10520210-54100	SUPPLIES	\$85.15
					Vendor Total:	\$85.15
DC ELECTRIC GROUP INC	26066	Monitoring Services, Power Gen	\$2,329.77	10024214-52100	CONTRACTED SERVICES	\$2,329.77
					Vendor Total:	\$2,329.77
DEEP VALLEY SECURITY	297312.1	ALARM SERVICES AS REQUIRED	\$39.95	10022100-52180	SECURITY SERVICES	\$39.95
	298793.1	SECURITY SYSTEM AT OBSERVATORY	\$39.95	10022100-52180	SECURITY SERVICES	\$39.95
	298793	ALARM SERVICES AS REQUIRED	\$481.35	10022100-52180	SECURITY SERVICES	\$56.90
				10022822-52180	SECURITY SERVICES	\$22.95
				20822500-52180	SECURITY SERVICES	\$42.95
				20824300-52180	SECURITY SERVICES	\$27.25
				69122700-52180	SECURITY SERVICES	\$85.90
				73022600-52180	SECURITY SERVICES	\$41.90
				73022600-52180	SECURITY SERVICES	\$74.90
				80026400-52180	SECURITY SERVICES	\$24.50
				82024411-52180	SECURITY SERVICES	\$44.95
				82024414-52180	SECURITY SERVICES	\$29.57
				84024421-52180	SECURITY SERVICES	\$29.58

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
DEEP VALLEY SECURITY	298230	ALARM SERVICES AS REQUIRED	\$73.65	69122700-52180	SECURITY SERVICES	\$73.65
					Vendor Total:	\$634.90
DELL MARKETING LP	XK14W6W86	COMPUTER HARDWARE AND PERIPHER	\$74.38	10013400-54100	SUPPLIES	\$35.33
				20413500-54100	SUPPLIES	\$3.71
				20513300-54100	SUPPLIES	\$35.34
	XK15WT791	COMPUTER HARDWARE AND PERIPHER	\$2,125.12	10013400-54100	SUPPLIES	\$1,009.44
				20413500-54100	SUPPLIES	\$106.24
				20513300-54100	SUPPLIES	\$1,009.44
	XK1823T62	COMPUTER HARDWARE AND PERIPHER	\$381.19	10022100-54100	SUPPLIES	\$381.19
	XJXR25FJ1	COMPUTER HARDWARE AND PERIPHER	\$1,273.15	20324100-54100	SUPPLIES	\$1,273.15
	XJXW375X1	COMPUTER HARDWARE AND PERIPHER	\$2,823.34	80026200-54100	SUPPLIES	\$2,823.34
					Vendor Total:	\$6,677.18
DEPT OF FORESTRY & FIRE PROT	138176	FORESTRY SERVICES	\$49,589.72	20620231-52100	CONTRACTED SERVICES	\$49,589.72
					Vendor Total:	\$49,589.72
DONALD KNIGHT	019009	SUPPLIES AS NEEDED	\$146.37	82024411-56130	EXTERNAL SERVICES	\$9.72
				84024421-56130	EXTERNAL SERVICES	\$9.73
				10024220-54100	SUPPLIES	\$41.73
				84024421-54100	SUPPLIES	\$41.73
				84024421-54100	SUPPLIES	\$43.46
					Vendor Total:	\$146.37

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
EBA ENGINEERING	29732	Civil Engineering	\$5,462.00	70024500-52100	CONTRACTED SERVICES	\$5,462.00
					Vendor Total:	\$5,462.00
EFAX CORPORATE C/O J2 GLOBAL COMMUNICATIONS	796191	EFAX SERVICES	\$129.50	10012200-55100	TELEPHONE	\$129.50
					Vendor Total:	\$129.50
ELECTRO RENT CORP	9018022	COMPUTER ACCESSORIES AND SUPPL	\$2,134.70	80026130-54102	SMALL TOOLS	\$2,134.70
					Vendor Total:	\$2,134.70
EMPLOYMENT DEVELOPMENT DEPT	LO584435648	SUI 2ND STR 2016	\$6,016.00	20700000-20606	CITY CONTRIBUTION-UNEMP INS.	\$6,016.00
					Vendor Total:	\$6,016.00
EPIC AVIATION LLC	6881083	JET FUEL	\$10,286.18	77725200-58401	AVIATION FUEL	\$10,286.18
	6883236	JET FUEL	\$12,252.42	77725200-58401	AVIATION FUEL	\$12,252.42
					Vendor Total:	\$22,538.60
ERNEST WIPF	80080	DELIVERY OF VARIOUS MATERIALS	\$597.60	84024421-54100	SUPPLIES	\$597.60
					Vendor Total:	\$597.60
EVERGREEN JOB & SAFETY TRAINING INC	523	EDUCATIONAL/TRAINING SERVICES	\$2,028.00	80026110-52100	CONTRACTED SERVICES	\$1,014.00
				80026120-52100	CONTRACTED SERVICES	\$1,014.00
					Vendor Total:	\$2,028.00
FASTENAL	CAUKA22021	PARTS	\$41.42	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$41.42
	CAUKA22118	PARTS	\$121.93	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$121.93
					Vendor Total:	\$163.35

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
FILETRAIL	2016-0487	HOSTED FILE MANAGMENT SYSTEM	\$475.00	10011100-52100	CONTRACTED SERVICES	\$475.00
					Vendor Total:	\$475.00
FIRST ALARM	CM896075	ALARM MONITORING	(\$71.79)	10520210-52180	SECURITY SERVICES	(\$71.79)
	931976	ALARM MONITORING	\$162.00	10520210-52180	SECURITY SERVICES	\$117.00
				20822500-52180	SECURITY SERVICES	\$45.00
					Vendor Total:	\$90.21
FORD STREET PROJECT	DV80216	ANNUAL DONATION	\$10,000.00	63320210-52100	CONTRACTED SERVICES	\$10,000.00
					Vendor Total:	\$10,000.00
FRANK ROMANO	UPD07292016	ANNUAL K9 TRAINING	\$500.00	10520210-54100	SUPPLIES	\$500.00
					Vendor Total:	\$500.00
FRIEDMANS HOME IMPROVEMENT	35611687	MISC ITEMS AS NEEDED	\$1.87	20324100-56300	BUILDING MAINT. & REPAIR	\$1.87
	35594747	MISC ITEMS AS NEEDED	\$21.86	20822500-56300	BUILDING MAINT. & REPAIR	\$21.86
	35587582	MISC ITEMS AS NEEDED	\$29.05	20822500-56300	BUILDING MAINT. & REPAIR	\$29.05
	35602828	MISC ITEMS AS NEEDED	\$41.83	20822500-56300	BUILDING MAINT. & REPAIR	\$41.83
	35615236	MISC ITEMS AS NEEDED	\$72.13	20822500-56300	BUILDING MAINT. & REPAIR	\$72.13
	35611124	MISC ITEMS AS NEEDED	\$74.29	20822500-56300	BUILDING MAINT. & REPAIR	\$74.29
	35594318	MISC ITEMS AS NEEDED	\$130.36	20822500-56300	BUILDING MAINT. & REPAIR	\$24.79
				20822500-54102	SMALL TOOLS	\$105.57
	35612903	MISC ITEMS AS NEEDED	\$139.97	20822500-56300	BUILDING MAINT. & REPAIR	\$139.97

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	35604355	MISC ITEMS AS NEEDED	\$184.05	20822500-56300	BUILDING MAINT. & REPAIR	\$184.05
	35614134	MISC ITEMS AS NEEDED	\$63.51	77725200-56300	BUILDING MAINT. & REPAIR	\$63.51
	35606076	MISC ITEMS AS NEEDED	\$178.70	77725200-56300	BUILDING MAINT. & REPAIR	\$178.70
	35618233	MISC ITEMS AS NEEDED	\$10.44	82024411-56300	BUILDING MAINT. & REPAIR	\$10.44
	35589027	MISC ITEMS AS NEEDED	\$88.62	82024411-56300	BUILDING MAINT. & REPAIR	\$88.62
	35590971	MISC ITEMS AS NEEDED	\$151.19	82024411-56300	BUILDING MAINT. & REPAIR	\$151.19
	35602232	MISC ITEMS AS NEEDED	\$26.31	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$26.31
	35616079	MISC ITEMS AS NEEDED	\$44.09	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$44.09
	35589316	MISC ITEMS AS NEEDED	\$77.16	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$77.16
	35615885	MISC ITEMS AS NEEDED	\$291.58	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$291.58
	35598218	MISC ITEMS AS NEEDED	\$305.92	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$305.92
	35615024	MISC ITEMS AS NEEDED	\$30.90	10520210-56130	EXTERNAL SERVICES	\$30.90
	35595778	MISC ITEMS AS NEEDED	\$108.98	10520210-56130	EXTERNAL SERVICES	\$108.98
	35586974	MISC ITEMS AS NEEDED	\$15.74	80026400-56130	EXTERNAL SERVICES	\$15.74
	35612491	MISC ITEMS AS NEEDED	\$20.74	82024411-56130	EXTERNAL SERVICES	\$20.74
	35612894	MISC ITEMS AS NEEDED	\$348.85	84024425-56504	FACILITY MAINTENANCE & REPAIR	\$348.85
	35615248	MISC ITEMS AS NEEDED	\$50.58	82224413-80230	INFRASTRUCTURE	\$50.58
	35592954	MISC ITEMS AS NEEDED	\$77.85	10022100-59400	OTHER EXPENSES	\$77.85
	35607033	MISC ITEMS AS NEEDED	\$6.64	10024220-54120	PW - SPECIAL SUPPLIES	\$6.64

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	35598225	MISC ITEMS AS NEEDED	\$41.69	10024220-54120	PW - SPECIAL SUPPLIES	\$41.69
	35607085	MISC ITEMS AS NEEDED	\$71.20	10024220-54102	SMALL TOOLS	\$71.20
	35588390	MISC ITEMS AS NEEDED	\$70.25	82024414-54102	SMALL TOOLS	\$70.25
	35598266	MISC ITEMS AS NEEDED	(\$8.06)	10022100-54100	SUPPLIES	(\$8.06)
	35596942	MISC ITEMS AS NEEDED	\$8.06	10022100-54100	SUPPLIES	\$8.06
	35598271	MISC ITEMS AS NEEDED	\$13.82	10022100-54100	SUPPLIES	\$13.82
	35589691	MISC ITEMS AS NEEDED	\$25.79	10022100-54100	SUPPLIES	\$25.79
	35604005	MISC ITEMS AS NEEDED	\$30.04	10022100-54100	SUPPLIES	\$30.04
	35612509	MISC ITEMS AS NEEDED	\$38.88	10022100-54100	SUPPLIES	\$38.88
	35597221	MISC ITEMS AS NEEDED	\$39.36	10022100-54100	SUPPLIES	\$39.36
	35590254	MISC ITEMS AS NEEDED	\$45.72	10022100-54100	SUPPLIES	\$45.72
	35613540	MISC ITEMS AS NEEDED	\$46.39	10022100-54100	SUPPLIES	\$46.39
	35598219	MISC ITEMS AS NEEDED	\$54.81	10022100-54100	SUPPLIES	\$54.81
	35611115	MISC ITEMS AS NEEDED	\$85.08	10022100-54100	SUPPLIES	\$85.08
	35590654	MISC ITEMS AS NEEDED	\$71.59	10022300-54100	SUPPLIES	\$71.59
	35606920	MISC ITEMS AS NEEDED	(\$21.08)	10022822-54100	SUPPLIES	(\$21.08)
	35606748	MISC ITEMS AS NEEDED	\$304.80	10022822-54100	SUPPLIES	\$304.80
	35454139	MISC ITEMS AS NEEDED, FYE 2016	(\$13.81)	10022840-54100	SUPPLIES	(\$13.81)
	35602943	MISC ITEMS AS NEEDED	\$31.96	20324100-54100	SUPPLIES	\$31.96

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	35598369	MISC ITEMS AS NEEDED	\$160.27	20324100-54100	SUPPLIES	\$160.27
	35604728	MISC ITEMS AS NEEDED	\$21.68	20824300-54100	SUPPLIES	\$21.68
	35597578	MISC ITEMS AS NEEDED	\$66.00	20824300-54100	SUPPLIES	\$66.00
	35585831	MISC ITEMS AS NEEDED	\$36.50	77725200-54100	SUPPLIES	\$36.50
	35587663	MISC ITEMS AS NEEDED	\$2.64	80026120-54100	SUPPLIES	\$2.64
	35613842	MISC ITEMS AS NEEDED	\$4.03	80026200-54100	SUPPLIES	\$4.03
	35614605	MISC ITEMS AS NEEDED	\$27.33	80026200-54100	SUPPLIES	\$27.33
	35616008	MISC ITEMS AS NEEDED	\$55.73	80026330-54100	SUPPLIES	\$55.73
	35604041	MISC ITEMS AS NEEDED	\$25.23	82024414-54100	SUPPLIES	\$25.23
	35604028	MISC ITEMS AS NEEDED	\$28.69	82024414-54100	SUPPLIES	\$28.69
	35589908	MISC ITEMS AS NEEDED	\$47.00	82024414-54100	SUPPLIES	\$47.00
	35588965	MISC ITEMS AS NEEDED	\$55.97	82024414-54100	SUPPLIES	\$55.97
	35608021	MISC ITEMS AS NEEDED	\$63.07	82024414-54100	SUPPLIES	\$63.07
	35604831	MISC ITEMS AS NEEDED	\$40.48	84024421-54100	SUPPLIES	\$40.48
	35612430	MISC ITEMS AS NEEDED	\$51.87	84024421-54100	SUPPLIES	\$51.87
Vendor Total:						\$4,216.19
GARTON TRACTOR INC	CU24899	PARTS	\$588.19	10024220-56130	EXTERNAL SERVICES	\$588.19
Vendor Total:						\$588.19
GCS ENVIRONMENTAL EQUIP SRVS	13955	ITEM #501057 SPLINED FLEX COUP	\$2,318.44	10024220-56130	EXTERNAL SERVICES	\$2,318.44
Vendor Total:						\$2,318.44

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
GENERAL PACIFIC INC	1261655	ELECTRICAL EQUIPMENT AND SUPPL	\$1,097.59	80000000-12104	INVENTORY - PURCHASES	\$1,097.59
	1261568	ELECTRICAL SUPPLIES	\$293.67	80026110-54100	SUPPLIES	\$293.67
	Vendor Total:					\$1,391.26
GLOCK PROFESSIONAL	TRP/100084706	REGISTRATION	\$250.00	10520210-57100	CONFERENCE & TRAINING	\$250.00
	TRP/100084707	REGISTRATION	\$250.00	10520210-57100	CONFERENCE & TRAINING	\$250.00
	TRP/100084708	REGISTRATION	\$250.00	10520210-57100	CONFERENCE & TRAINING	\$250.00
Vendor Total:					\$750.00	
GOLDEN STATE EMERGENCY VEHICLE SERVICE INC	CI003701	PRESSURE GAUGE	\$82.64	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.09)
				10521210-56130	EXTERNAL SERVICES	\$0.09
				10521210-56130	EXTERNAL SERVICES	\$82.64
	CI003747	MOTOR AND FAN ASSY CONDENSOR	\$513.52	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.57)
				10521210-56130	EXTERNAL SERVICES	\$0.57
				10521210-56130	EXTERNAL SERVICES	\$513.52
Vendor Total:					\$596.16	
GOVERNMENT FINANCE OFFICERS ASSOC	DV 080516	WEBINAR REGISTRATION	\$70.00	10013400-57100	CONFERENCE & TRAINING	\$70.00
GRANITE CONSTRUCTION COMPANY	1017818	MISC ROCK & ROAD PATCH MATERIA	\$79.46	84024421-54100	SUPPLIES	\$79.46
	1019513	MISC ROCK & ROAD PATCH MATERIA	\$151.08	84024421-54100	SUPPLIES	\$151.08
	1017551	MISC ROCK & ROAD PATCH MATERIA	\$227.73	84024421-54100	SUPPLIES	\$227.73
	Vendor Total:					\$458.27

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
GRAPHIC ENTERPRISES INC	55807	BUSINESS CARDS	\$88.52	10012200-54100	SUPPLIES	\$44.26
				10017100-54100	SUPPLIES	\$44.26
				Vendor Total:		\$88.52
GROENIGER & CO	SC47688	SUPPLIES FEE	\$24.61	10013400-54100	SUPPLIES	\$24.61
	1185037	PLUMBING EQUIPMENT, FIXTURES,	\$452.07	82024414-54100	SUPPLIES	\$452.07
	1185031	PLUMBING EQUIPMENT, FIXTURES,	\$1,188.29	82024414-54100	SUPPLIES	\$1,188.29
				Vendor Total:		\$1,664.97
H&H PRINTING INC	A885	2016 YOUTH SOFTBALL T-SHIRTS	\$1,168.83	10022832-54100	SUPPLIES	\$1,168.83
				Vendor Total:		\$1,168.83
HI-LINE UTILITY SUPPLY	10015899	HANDLINE BLOCK	\$131.64	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.15)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.58)
				90000000-23013	STATE USE TAX LIABILITY	(\$8.67)
				80026110-54100	SUPPLIES	\$9.40
				80026110-54100	SUPPLIES	\$131.64
				Vendor Total:		\$131.64
HOPLAND FIRE PROTECTION DIST	08022016	SERVICES OF FIRE CHIEF JOHN BA	\$3,500.00	10521210-52100	CONTRACTED SERVICES	\$3,500.00
				Vendor Total:		\$3,500.00
INTEGRITY SHRED	60827	DOCUMENT SHREDDING	\$57.00	10520210-54100	SUPPLIES	\$28.50
				20620231-54100	SUPPLIES	\$28.50
				Vendor Total:		\$57.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
INTERCOUNTY MECHANICAL & ELECTRICAL INC	5408-1	REPAIR MAINTENANCE	\$179.87	80026400-52100	CONTRACTED SERVICES	\$179.87
	5278-B	CONSTRUCTION SERVICES, TRADE (	\$4,160.27	80026120-80230	INFRASTRUCTURE	\$4,160.27
					Vendor Total:	\$4,340.14
INTERSTATE BATTERIES	352759	BATTERIES	\$64.84	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$64.84
					Vendor Total:	\$64.84
J & M LOCK	32867	DUPLICATE KEYS, REPAIRS & MISC	\$16.71	20822500-56300	BUILDING MAINT. & REPAIR	\$16.71
	32893	DUPLICATE KEYS, REPAIRS & MISC	\$16.06	82024411-52100	CONTRACTED SERVICES	\$16.06
					Vendor Total:	\$32.77
JAVIER F JACINTO	00576	EQUIPMENT MAINTENANCE AND REPA	\$1,184.00	80026400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,184.00
					Vendor Total:	\$1,184.00
JENNIFER COURSEY	1140	DRUG ED COLUMN/PRFM RPT CARD	\$725.00	63020210-52100	CONTRACTED SERVICES	\$725.00
	1153	DRUG ED COLUMN/PRFM RPT CARD	\$800.00	63020210-52100	CONTRACTED SERVICES	\$800.00
					Vendor Total:	\$1,525.00
JOHN MATTERN	CONCERT 8/14/16	PERFORMANCE @ SUNDAYS IN THE P	\$2,600.00	90000000-23226	CONCERT SERIES	\$2,600.00
					Vendor Total:	\$2,600.00
KAREN JACOBSON TODD	DV80416	INSTRUCTOR	\$252.00	10022850-52100	CONTRACTED SERVICES	\$252.00
					Vendor Total:	\$252.00
KEVIN MURRAY	DV080316	EMPLOYEE REIMBURSEMENT	\$169.42	10520210-54100	SUPPLIES	\$169.42
					Vendor Total:	\$169.42
LILY MENDOZA	DV80316	INSTRUCTOR	\$140.00	10022850-52100	CONTRACTED SERVICES	\$140.00
					Vendor Total:	\$140.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
LINDA R. HELLAND	DV062716	REIMBURSE SEWER LATERAL REPLACEMENT	\$2,000.00	84424422-52100	CONTRACTED SERVICES	\$2,000.00
					Vendor Total:	\$2,000.00
LINDLEY ROBERTSON	IWD001.1	LABOR COMPLIANCE OVERSIGHT WEL	\$990.00	82224413-80230	INFRASTRUCTURE	\$326.70
				82224413-80230	INFRASTRUCTURE	\$663.30
	IWD001	LABOR COMPLIANCE OVERSIGHT WEL	\$2,010.00	82224413-80230	INFRASTRUCTURE	\$670.00
				82224413-80230	INFRASTRUCTURE	\$1,340.00
					Vendor Total:	\$3,000.00
MARK R WINKLER	7/18/16	PROFESSIONAL SERVICES-COPYWRIT	\$150.00	75017110-52100	CONTRACTED SERVICES	\$150.00
					Vendor Total:	\$150.00
MARTIN BRADLEY	DV80516	EMPLOYEE REIMBURSEMENT	\$10.00	10018000-52510	ADVERTISING & PROMOTION	\$10.00
					Vendor Total:	\$10.00
MATHESON TRI-GAS INC	13626161	OXYGEN & MISC AS NEEDED, FYE 2	\$27.35	80026130-54100	SUPPLIES	\$27.35
	13783323	OXYGEN & MISCELLANEOUS AS NEED	\$29.60	80026130-54100	SUPPLIES	\$29.60
	13735408	OXYGEN & MISCELLANEOUS AS NEED	\$51.07	80026130-54100	SUPPLIES	\$51.07
	13844441	OXYGEN & MISCELLANEOUS AS NEED	\$70.66	84024425-54100	SUPPLIES	\$70.66
					Vendor Total:	\$178.68
MAUREEN KANE & ASSOCIATES INC	DV080816	REGISTRATION	\$1,550.00	10011100-57100	CONFERENCE & TRAINING	\$1,550.00
					Vendor Total:	\$1,550.00
MENDOCINO ANIMAL HOSPITAL	141109	VETERINARY SERVICES	\$78.00	10020217-52100	CONTRACTED SERVICES	\$78.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
MENDOCINO ANIMAL HOSPITAL	141872	VETERINARY SERVICES	\$234.58	10520210-54100	SUPPLIES	\$234.58
					Vendor Total:	\$312.58
MENDOCINO COUNTY AUDITOR- CONTROLLER	JULY 2016	PARKING CITATION REVENUE	\$762.50	90000000-23070	COUNTY SURCHG, PKG ENFORCE	\$183.00
				90000000-23070	COUNTY SURCHG, PKG ENFORCE	\$579.50
					Vendor Total:	\$762.50
MENDOCINO COUNTY YOUTH PROJECT	DV080316	ANNUAL DONATION	\$1,000.00	63320210-52100	CONTRACTED SERVICES	\$1,000.00
					Vendor Total:	\$1,000.00
MENTON BUILDERS INC	191	Lumber, Redwood	\$17,356.60	31022700-80230	INFRASTRUCTURE	\$17,356.60
					Vendor Total:	\$17,356.60
MICHAEL J MORRIS	INV-8976	PAYMENTUS INTEGRATION	\$1,200.00	10022810-52100	CONTRACTED SERVICES	\$1,200.00
					Vendor Total:	\$1,200.00
MJ DONOVAN ENT INC	108925	BADGE DECALS	\$119.49	10520210-56130	EXTERNAL SERVICES	\$119.49
					Vendor Total:	\$119.49
NATHANIEL HAYES	DV 080316	INSTRUCTOR	\$534.78	10022850-52100	CONTRACTED SERVICES	\$534.78
					Vendor Total:	\$534.78
NTU TECHNOLOGIES INC	9501	PACH CATIONIC POLYMER - 275 GA	\$3,090.00	82024411-58202	WATER TREATMENT PLANT CHEMICAL	\$3,090.00
					Vendor Total:	\$3,090.00
ONE TIME PAY VENDOR	DV 072916	CANCELLED PERMIT REFUND	\$85.82	10023300-42210	BUILDING PERMITS	\$73.93
				90000000-23027	BUILDING STDS ADMIN SPEC FD	\$0.80
				90000000-23234	GENERAL PLAN UPDATE FEES	\$11.09

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ONE TIME PAY VENDOR	115238-5	ENERGY REBATE	\$50.00	80626500-52135	ENERGY CONSERVATION PROGRAM	\$50.00
	39682-0	ENERGY REBATE	\$50.00	80626500-52135	ENERGY CONSERVATION PROGRAM	\$50.00
	55-9158	ENERGY REBATE	\$150.00	80626500-52135	ENERGY CONSERVATION PROGRAM	\$150.00
	1213229	ENERGY REBATE	\$200.00	80626500-52135	ENERGY CONSERVATION PROGRAM	\$200.00
	16240-4	ENERGY REBATE	\$988.00	80626500-52135	ENERGY CONSERVATION PROGRAM	\$988.00
	113531-8	ENERGY REBATE	\$1,860.00	80626500-52135	ENERGY CONSERVATION PROGRAM	\$1,860.00
	54820-6	ENERGY REBATE	\$1,914.87	80626500-52135	ENERGY CONSERVATION PROGRAM	\$1,914.87
	114215-7	ENERGY REBATE	\$2,151.49	80626500-52135	ENERGY CONSERVATION PROGRAM	\$2,151.49
	DV072616	DEPOSIT REFUND-ALEX THOMAS PLAZA	\$300.00	10022100-46350	PLAZA RENTAL	\$300.00
	113506-0	UTILITIES REFUND	\$41.40	90100000-10421	UTILITY RECEIVABLES CLEARING	\$41.40
	111962-7	UTILITIES REFUND	\$55.61	90100000-10421	UTILITY RECEIVABLES CLEARING	\$55.61
	114848-5	UTILITIES REFUND	\$73.83	90100000-10421	UTILITY RECEIVABLES CLEARING	\$73.83
	114620-8	UTILITIES REFUND	\$94.83	90100000-10421	UTILITY RECEIVABLES CLEARING	\$94.83
	113611-8	UTILITIES REFUND	\$144.74	90100000-10421	UTILITY RECEIVABLES CLEARING	\$144.74
Vendor Total:						\$8,160.59
ONESOURCE DISTRIBUTORS LLC	S5207650.001	SUPPLIES AS NEEDED	\$576.61	80000000-12104	INVENTORY - PURCHASES	\$576.61
	S5188545.001	SUPPLIES AS NEEDED	\$95.67	80026120-54100	SUPPLIES	\$95.67
	S5124358.002	SUPPLIES AS NEEDED	\$199.82	80026120-54100	SUPPLIES	\$199.82
Vendor Total:						\$872.10

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
OPERATING ENGINEER PUBLIC& MISC EMPLOYEES	86138 AUG- 2016	HEALTH INS FOR SEPT 2016	\$3,256.00	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$3,256.00
					Vendor Total:	\$3,256.00
OREILLY AUTO PARTS	2707-242368	PARTS AS NEEDED	\$134.23	82024412-56130	EXTERNAL SERVICES	\$134.23
					Vendor Total:	\$134.23
PETERSON TRUCKS INC	33099P	PARTS AS NEEDED	\$92.73	10024220-56130	EXTERNAL SERVICES	\$92.73
	260654P	FREIGHT CHARGES	\$131.42	10024220-56130	EXTERNAL SERVICES	\$131.42
					Vendor Total:	\$224.15
PHYSIO-CONTROL INC	CM416095296	CREDIT MEMO	(\$276.05)	10521210-54100	SUPPLIES	(\$276.05)
	416095296.0	DEFIBRILLATOR SERVICE SUPPORT	\$276.05	10521210-54100	SUPPLIES	\$276.05
	416134914	DEFIBRILLATOR SERVICE SUPPORT	\$358.04	80026400-54100	SUPPLIES	\$358.04
	116130857	DEFIBRILLATOR SERVICE SUPPORT	\$2,119.25	82024414-54100	SUPPLIES	\$1,059.63
				84024421-54100	SUPPLIES	\$1,059.62
					Vendor Total:	\$2,477.29
POLYDYNE INC	1065741	NON-IONIC DRY POLYMER	\$951.50	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$1.19)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$4.76)
				90000000-23013	STATE USE TAX LIABILITY	(\$71.36)
				82024411-58202	WATER TREATMENT PLANT CHEMICAL	\$77.31
				82024411-58202	WATER TREATMENT PLANT CHEMICAL	\$951.50
					Vendor Total:	\$951.50

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
PORTOLA SYSTEMS INC	33478	I.T. SERVICES AS NEEDED	\$80.00	20922900-52100	CONTRACTED SERVICES	\$80.00
					Vendor Total:	\$80.00
RAINBOW AGRICULTURAL SERVICES	5333986-00	PARTS & MISC SUPPLIES AS NEEDE	\$26.14	10022100-56120	EQUIPMENT MAINTENANCE & REPAIR	\$26.14
	5332353-00	PARTS & MISC SUPPLIES AS NEEDE	\$27.30	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$27.30
	5336084-00	PARTS & MISC SUPPLIES AS NEEDE	\$81.62	10022100-54100	SUPPLIES	\$81.62
	5336407-00	PARTS & MISC SUPPLIES AS NEEDE	\$118.61	10022100-54100	SUPPLIES	\$118.61
	5329047-00	PARTS & MISC SUPPLIES AS NEEDE	\$43.24	10520210-54100	SUPPLIES	\$43.24
	5335502-00	PARTS & MISC SUPPLIES AS NEEDE	\$52.95	10520210-54100	SUPPLIES	\$52.95
	5331883-00	PARTS & MISC SUPPLIES AS NEEDE	\$54.05	10520210-54100	SUPPLIES	\$54.05
	5333999-00	PARTS & MISC SUPPLIES AS NEEDE	\$54.05	10520210-54100	SUPPLIES	\$54.05
	5336133-00	PARTS & MISC SUPPLIES AS NEEDE	\$86.48	10520210-54100	SUPPLIES	\$86.48
	5336001-00	PARTS & MISC SUPPLIES AS NEEDE	\$118.92	82024414-54100	SUPPLIES	\$118.92
					Vendor Total:	\$663.36
READY SET GO LLC	53044	FINANCE PROJECT ASSISTANCE	\$1,995.00	10013400-52100	CONTRACTED SERVICES	\$1,462.50
				84424422-52100	CONTRACTED SERVICES	\$532.50
					Vendor Total:	\$1,995.00
REDWOOD CHILDRENS SERVICES INC	DV080216	16/17 ANNUAL DONATION-GRIP EDUCATION/GANG PREVENTI	\$10,000.00	63320210-52100	CONTRACTED SERVICES	\$10,000.00
					Vendor Total:	\$10,000.00
REDWOOD COAST FUELS	0611500	CARDLOCK FUEL PURCHASES	\$320.18	10024220-56210	FUEL & FLUIDS	\$176.93

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
REDWOOD COAST FUELS	0611500	CARDLOCK FUEL PURCHASES	\$320.18	77725200-56210	FUEL & FLUIDS	\$143.25
	0607810	CARDLOCK FUEL PURCHASES, FYE 2	\$239.23	77725200-56210	FUEL & FLUIDS	\$95.70
				84024421-56210	FUEL & FLUIDS	\$143.53
	0060353	CARDLOCK FUEL PURCHASES	\$8.80	82224413-80230	INFRASTRUCTURE	\$8.80
	0596820	CARDLOCK FUEL PURCHASES	\$33.31	82224413-80230	INFRASTRUCTURE	\$33.31
	0060008	CARDLOCK FUEL PURCHASES	\$63.65	82224413-80230	INFRASTRUCTURE	\$63.65
	0060009	CARDLOCK FUEL PURCHASES	\$100.62	82224413-80230	INFRASTRUCTURE	\$100.62
	6002811	CARDLOCK FUEL PURCHASES	\$117.01	82224413-80230	INFRASTRUCTURE	\$117.01
	0610850	CARDLOCK FUEL PURCHASES	\$126.64	82224413-80230	INFRASTRUCTURE	\$126.64
	0060562	CARDLOCK FUEL PURCHASES	\$137.70	82224413-80230	INFRASTRUCTURE	\$137.70
	0611100	CARDLOCK FUEL PURCHASES	\$152.92	82224413-80230	INFRASTRUCTURE	\$152.92
	0598470	CARDLOCK FUEL PURCHASES	\$153.16	82224413-80230	INFRASTRUCTURE	\$153.16
Vendor Total: -----						\$1,453.22
REXEL INC	J782696	MISC ELECTRICAL SUPPLIES AS NE	\$14.79	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.07)
				80026120-54100	SUPPLIES	\$0.07
				80026120-54100	SUPPLIES	\$14.79
	J661417	ELECTRICAL EQUIPMENT AND SUPPL	\$1,810.10	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$8.41)
				82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$8.41
				82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,810.10
Vendor Total: -----						\$1,824.89

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
RURAL PIG MANAGEMENT INC	COU073116	FURNISH ALL LABOR, MATERIAL SE	\$2,500.00	70024500-52100	CONTRACTED SERVICES	\$2,500.00
					Vendor Total:	\$2,500.00
SACRAMENTO SHERIFF DEPT TRAINING TRUST FUND	DV 080216	BASIC PEER SUPPORT TRAINING	\$155.00	20620231-57100	CONFERENCE & TRAINING	\$155.00
					Vendor Total:	\$155.00
SAN DIEGO POLICE EQUIPMENT CO	623721	RECHARGABLE FLASHLIGHT	\$322.13	10520210-54100	SUPPLIES	\$322.13
	623784	POLICE AND PRISON EQUIPMENT AN	\$16,083.60	63020210-54100	SUPPLIES	\$16,083.60
					Vendor Total:	\$16,405.73
SANTA ROSA JUNIOR COLLEGE	AR16-02287	EVOC TRAINING	\$236.50	10520210-57100	CONFERENCE & TRAINING	\$236.50
					Vendor Total:	\$236.50
SEAN KAESER	DV 080216	16/17 ANNUAL BUY FUND	\$2,000.00	10520210-54100	SUPPLIES	\$2,000.00
					Vendor Total:	\$2,000.00
SHARON WEDEGAERTNER	DV 080116	INSTRUCTOR	\$2,429.00	10022850-52100	CONTRACTED SERVICES	\$2,429.00
					Vendor Total:	\$2,429.00
SIERRA CHEMICAL	SLS10036446	SODIUM HYDROCHLORITE 12.5% PER	\$3,150.00	84024425-58202	WATER TREATMENT PLANT CHEMICAL	\$3,150.00
					Vendor Total:	\$3,150.00
SILVA SEPTIC INC	64459	PORTAL RESTROOM RENTAL SERVICES	\$137.31	80100000-80230	INFRASTRUCTURE	\$137.31
					Vendor Total:	\$137.31
SIRI GRADING & PAVING INC	070516	Spec 15-17 GHM Landscape Impro	\$93,282.50	31022700-80230	INFRASTRUCTURE	\$93,282.50
					Vendor Total:	\$93,282.50
SONOMA MEDIA INVESTMENTS LLC	2749881	EMPLOYMENT AD-IT NETWORK SPECIALIST I OR II	\$961.00	10016100-54162	HR - ADVERTISING	\$961.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
SONOMA MEDIA INVESTMENTS LLC	2749882	EMPLOYMENT ADS-HR ANALYST	\$1,057.40	10016100-54162	HR - ADVERTISING	\$1,057.40
					Vendor Total:	\$2,018.40
SPACE	DV 080216	16/17 ANNUAL DONATION	\$5,000.00	63320210-52100	CONTRACTED SERVICES	\$5,000.00
					Vendor Total:	\$5,000.00
STAPLES CREDIT PLAN	27107	RENTAL OR PURCHASE OF MISC EQU	\$51.34	10520210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$51.34
	CM3016703	CREDIT MEMO	(\$1,389.96)	10520210-54201	PRISONER EXPENSE	(\$46.45)
				10520210-54201	PRISONER EXPENSE	(\$38.80)
				90000000-23219	PUMPKINFEST	(\$21.40)
				90000000-23219	PUMPKINFEST	(\$19.46)
				10024220-54130	PW - SAFETY	(\$30.79)
				75017110-54100	SUPPLIES	(\$224.58)
				77725200-54100	SUPPLIES	(\$107.04)
				80026400-54100	SUPPLIES	(\$353.53)
				80026400-54100	SUPPLIES	(\$86.49)
				82024411-54100	SUPPLIES	(\$52.00)
				82024411-54100	SUPPLIES	(\$50.86)
				82024414-54100	SUPPLIES	(\$54.04)
				84024425-54100	SUPPLIES	(\$304.52)
	3016703	RENTAL OR PURCHASE OF MISC EQU	\$1,389.96	10520210-54201	PRISONER EXPENSE	\$38.80
				10520210-54201	PRISONER EXPENSE	\$46.45
				90000000-23219	PUMPKINFEST	\$19.46

List of Checks Presented for Approval on 8/12/2016

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
STAPLES CREDIT PLAN	3016703	RENTAL OR PURCHASE OF MISC EQU	\$1,389.96	90000000-23219	PUMPKINFEST	\$21.40
				10024220-54130	PW - SAFETY	\$30.79
				75017110-54100	SUPPLIES	\$224.58
				77725200-54100	SUPPLIES	\$107.04
				80026400-54100	SUPPLIES	\$86.49
				80026400-54100	SUPPLIES	\$353.53
				82024411-54100	SUPPLIES	\$50.86
				82024411-54100	SUPPLIES	\$52.00
				82024414-54100	SUPPLIES	\$54.04
				84024425-54100	SUPPLIES	\$304.52
	CM3017510	CREDIT MEMO	(\$1,818.09)	10022300-54106	SPECIALTY SUPPLIES	(\$67.04)
				10022300-54106	SPECIALTY SUPPLIES	(\$17.57)
				10011100-54100	SUPPLIES	(\$11.88)
				10012200-54100	SUPPLIES	(\$24.30)
				10012200-54100	SUPPLIES	(\$17.28)
				10022810-54100	SUPPLIES	(\$240.28)
				10022810-54100	SUPPLIES	(\$69.18)
				10022840-54100	SUPPLIES	(\$626.13)
				80026400-54100	SUPPLIES	(\$48.65)
				80026400-54100	SUPPLIES	(\$47.56)
				82024411-54100	SUPPLIES	(\$367.60)
				82024411-54100	SUPPLIES	(\$81.08)
				82024411-54100	SUPPLIES	(\$31.98)

List of Checks Presented for Approval on 8/12/2016

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
STAPLES CREDIT PLAN	CM3017510	CREDIT MEMO	(\$1,818.09)	84024425-54100	SUPPLIES	(\$166.18)
				84024425-54100	SUPPLIES	(\$129.73)
				84024425-54100	SUPPLIES	(\$37.83)
				84024425-54100	SUPPLIES	\$166.18
	3017510	RENTAL OR PURCHASE OF MISC EQU	\$1,818.09	10022300-54106	SPECIALTY SUPPLIES	\$17.57
				10022300-54106	SPECIALTY SUPPLIES	\$67.04
				10011100-54100	SUPPLIES	\$11.88
				10012200-54100	SUPPLIES	\$17.28
				10012200-54100	SUPPLIES	\$24.30
				10022810-54100	SUPPLIES	\$69.18
				10022810-54100	SUPPLIES	\$240.28
				10022840-54100	SUPPLIES	\$626.13
				80026200-54100	SUPPLIES	\$48.65
				80026400-54100	SUPPLIES	\$37.83
				80026400-54100	SUPPLIES	\$47.56
				82024411-54100	SUPPLIES	\$31.98
				82024411-54100	SUPPLIES	\$81.08
				82024411-54100	SUPPLIES	\$367.60
				84024425-54100	SUPPLIES	(\$166.18)
				84024425-54100	SUPPLIES	\$129.73
				84024425-54100	SUPPLIES	\$166.18
	3307683964	SUPPLIES AS NEEDED	\$18.26	10012200-54100	SUPPLIES	\$18.26
	3307683985	SUPPLIES AS NEEDED	\$47.79	10012200-54100	SUPPLIES	\$47.79

List of Checks Presented for Approval on 8/12/2016

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
STAPLES CREDIT PLAN	3307683987	SUPPLIES AS NEEDED	\$52.78	10012200-54100	SUPPLIES	\$52.78
	26732	RENTAL OR PURCHASE OF MISC EQU	\$78.36	10013400-54100	SUPPLIES	\$78.36
	CM3017080	CREDIT MEMO	(\$1,467.52)	10022810-54100	SUPPLIES	(\$79.98)
				10022810-54100	SUPPLIES	(\$16.53)
				20922900-54100	SUPPLIES	(\$31.36)
				20922900-54100	SUPPLIES	\$9.73
				69122700-54100	SUPPLIES	(\$48.42)
				77725200-54100	SUPPLIES	(\$324.32)
				77725200-54100	SUPPLIES	(\$273.45)
				77725200-54100	SUPPLIES	(\$83.08)
				80026110-54100	SUPPLIES	(\$16.21)
				80026400-54100	SUPPLIES	(\$90.80)
				80026400-54100	SUPPLIES	(\$49.73)
				80026400-54100	SUPPLIES	(\$44.94)
				82024411-54100	SUPPLIES	(\$368.63)
				82024411-54100	SUPPLIES	(\$49.80)
	3307683971	CREDIT MEMO	(\$9.30)	10022810-54100	SUPPLIES	(\$9.30)
	3307683976	CREDIT MEMO	(\$9.30)	10022810-54100	SUPPLIES	(\$9.30)
	3307683968	SUPPLIES AS NEEDED	\$5.40	10022810-54100	SUPPLIES	\$5.40
	3307683973	SUPPLIES AS NEEDED	\$9.30	10022810-54100	SUPPLIES	\$9.30
	3307683978	SUPPLIES AS NEEDED	\$9.30	10022810-54100	SUPPLIES	\$9.30

List of Checks Presented for Approval on 8/12/2016

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
STAPLES CREDIT PLAN	3307683966	SUPPLIES AS NEEDED	\$34.50	10022810-54100	SUPPLIES	\$34.50
	3307683980	SUPPLIES AS NEEDED	\$80.43	10022810-54100	SUPPLIES	\$80.43
	3017080	RENTAL OR PURCHASE OF MISC EQU	\$1,467.52	10022810-54100	SUPPLIES	\$16.53
				10022810-54100	SUPPLIES	\$79.98
				20922900-54100	SUPPLIES	(\$9.73)
				20922900-54100	SUPPLIES	\$31.36
				69122700-54100	SUPPLIES	\$48.42
				77725200-54100	SUPPLIES	\$83.08
				77725200-54100	SUPPLIES	\$273.45
				77725200-54100	SUPPLIES	\$324.32
				80026110-54100	SUPPLIES	\$16.21
				80026400-54100	SUPPLIES	\$44.94
				80026400-54100	SUPPLIES	\$49.73
				80026400-54100	SUPPLIES	\$90.80
				82024411-54100	SUPPLIES	\$49.80
				82024411-54100	SUPPLIES	\$368.63
	26781	RENTAL OR PURCHASE OF MISC EQU	(\$108.11)	10022840-54100	SUPPLIES	(\$108.11)
	30332	RENTAL OR PURCHASE OF MISC EQU	\$29.17	10023100-54100	SUPPLIES	\$29.17
	3307683982	SUPPLIES AS NEEDED	\$60.07	20413500-54100	SUPPLIES	\$60.07
	18485	RENTAL OR PURCHASE OF MISC EQU	\$59.46	69122700-54100	SUPPLIES	\$59.46
	32547	RENTAL OR PURCHASE OF MISC EQU	\$32.42	70024500-54100	SUPPLIES	\$32.42

List of Checks Presented for Approval on 8/12/2016

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
STAPLES CREDIT PLAN	63922	RENTAL OR PURCHASE OF MISC EQU	\$32.43	73022600-54100	SUPPLIES	\$32.43
	3307683961	SUPPLIES AS NEEDED	\$410.86	73022600-54100	SUPPLIES	\$410.86
	27977	RENTAL OR PURCHASE OF MISC EQU	\$10.01	77725200-54100	SUPPLIES	\$10.01
	63507	RENTAL OR PURCHASE OF MISC EQU	\$25.16	82024411-54100	SUPPLIES	\$25.16
	26683	RENTAL OR PURCHASE OF MISC EQU	\$100.52	82024411-54100	SUPPLIES	\$100.52
	62600	RENTAL OR PURCHASE OF MISC EQU	\$197.00	82024411-54100	SUPPLIES	\$197.00
	26210	RENTAL OR PURCHASE OF MISC EQU	\$53.46	84024421-54100	SUPPLIES	\$53.46
	30143	RENTAL OR PURCHASE OF MISC EQU	\$83.21	84024421-54100	SUPPLIES	\$83.21
	65004	RENTAL OR PURCHASE OF MISC EQU	\$40.57	84024425-54100	SUPPLIES	\$40.57
	64423	RENTAL OR PURCHASE OF MISC EQU	\$109.44	84024425-54100	SUPPLIES	\$109.44
Vendor Total:						\$1,504.53
SUNCOAST RESEARCH LABS INC	33097	WATER AND WASTEWATER TREATING	\$3,232.19	84024421-54100	SUPPLIES	\$3,232.19
	Vendor Total:					\$3,232.19
SURVALENT TECHNOLOGY CORP	DV 080816	SYSTEM TRAINING 2016-WA	\$2,000.00	80026130-57100	CONFERENCE & TRAINING	\$2,000.00
	Vendor Total:					\$2,000.00
SWANK MOTION PICTURES INC	RG 2209445	MOVIE RENTAL-MINIONS MOVIE	\$578.00	90000000-23235	MOVIES IN THE PLAZA	\$578.00
	Vendor Total:					\$578.00
TEAM GHILOTTI INC	815805	N. STATE SEWER MAIN PROJECT SP	\$16,731.83	84424422-80230	INFRASTRUCTURE	\$16,731.83
	Vendor Total:					\$16,731.83

List of Checks Presented for Approval on 8/12/2016

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
THANKSGIVING COFFEE COMPANY	0375864	MISC COFFEE SUPPLIES AS NEEDED	\$50.75	73022600-54100	SUPPLIES	\$50.75
					Vendor Total:	\$50.75
THE OKONITE COMPANY	11940	ELECTRICAL CABLES AND WIRES (N	\$17,156.19	80000000-12104	INVENTORY - PURCHASES	\$17,156.19
					Vendor Total:	\$17,156.19
THE SACRAMENTO BEE	528955	EMPLOYMENT ADS-LINEMAN	\$680.30	80026400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$680.30
					Vendor Total:	\$680.30
THURSTON AUTO PLAZA	192243	PARTS & SERVICE REPAIRS AS NEE	\$67.55	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.31)
				84024425-56130	EXTERNAL SERVICES	\$0.31
				84024425-56130	EXTERNAL SERVICES	\$67.55
	DV 080216	2016 ADULT SOFTBALL	\$390.00	10022822-44915	RECREATION PROGRAM INCOME	\$390.00
					Vendor Total:	\$457.55
THURSTON HONDA	37286	PARTS AS NEEDED	\$84.57	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.32)
				10520210-56130	EXTERNAL SERVICES	\$0.32
				10520210-56130	EXTERNAL SERVICES	\$84.57
					Vendor Total:	\$84.57
TRACTOR SUPPLY CREDIT PLAN	298275	MISCELLANEOUS SUPPLIES AS NEED	\$149.73	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$149.73
	297904	MISCELLANEOUS SUPPLIES AS NEED	\$160.34	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$160.34
	299711	MISCELLANEOUS SUPPLIES AS NEED	\$54.05	10520210-56130	EXTERNAL SERVICES	\$54.05
	161422	MISCELLANEOUS SUPPLIES AS NEED	\$243.14	10024220-54102	SMALL TOOLS	\$243.14

List of Checks Presented for Approval on 8/12/2016

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
TRACTOR SUPPLY CREDIT PLAN	299729	MISCELLANEOUS SUPPLIES AS NEED	\$72.56	84024421-54100	SUPPLIES	\$72.56
					Vendor Total:	\$679.82
TYCO FIRE & SECURITY (US) MANAGEMENT INC	78720604	HALON SAFETY TEST/INSPECTION	\$488.50	20822500-56300	BUILDING MAINT. & REPAIR	\$488.50
					Vendor Total:	\$488.50
UKIAH AUTO PARTS	947125	AUTO & MACHINE PARTS & MATERIA	\$70.04	82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$70.04
	949720	AUTO & MACHINE PARTS & MATERIA	\$3.23	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$3.23
	950076	AUTO & MACHINE PARTS & MATERIA	\$5.99	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$5.99
	949719	AUTO & MACHINE PARTS & MATERIA	\$59.52	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$59.52
	950501	AUTO & MACHINE PARTS & MATERIA	\$118.70	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$118.70
	950432	AUTO & MACHINE PARTS & MATERIA	\$206.20	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$206.20
	949991	AUTO & MACHINE PARTS & MATERIA	\$6.91	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$6.91
	950067	AUTO & MACHINE PARTS & MATERIA	\$12.95	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$12.95
	950149	AUTO & MACHINE PARTS & MATERIA	\$16.18	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$16.18
	950000	AUTO & MACHINE PARTS & MATERIA	\$18.42	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$18.42
	950150	AUTO & MACHINE PARTS & MATERIA	\$24.30	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$24.30
	949000	AUTO & MACHINE PARTS & MATERIA	\$7.37	10022500-56130	EXTERNAL SERVICES	\$7.37
	951617	AUTO & MACHINE PARTS & MATERIA	\$2.38	10024220-56130	EXTERNAL SERVICES	\$2.38
	949744	AUTO & MACHINE PARTS & MATERIA	\$3.22	10024220-56130	EXTERNAL SERVICES	\$3.22
	947686	AUTO & MACHINE PARTS & MATERIA	\$48.98	10024220-56130	EXTERNAL SERVICES	\$48.98

List of Checks Presented for Approval on 8/12/2016

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
UKIAH AUTO PARTS	947730	AUTO & MACHINE PARTS & MATERIA	\$5.98	10520210-56130	EXTERNAL SERVICES	\$5.98
	947846	AUTO & MACHINE PARTS & MATERIA	\$5.98	10520210-56130	EXTERNAL SERVICES	\$5.98
	951615	AUTO & MACHINE PARTS & MATERIA	\$10.48	10520210-56130	EXTERNAL SERVICES	\$10.48
	951267	AUTO & MACHINE PARTS & MATERIA	\$11.34	10521210-56130	EXTERNAL SERVICES	\$11.34
	948626	AUTO & MACHINE PARTS & MATERIA	(\$73.73)	80026400-56130	EXTERNAL SERVICES	(\$73.73)
	947879	AUTO & MACHINE PARTS & MATERIA	\$4.78	80026400-56130	EXTERNAL SERVICES	\$4.78
	950295	AUTO & MACHINE PARTS & MATERIA	\$7.11	80026400-56130	EXTERNAL SERVICES	\$7.11
	947898	AUTO & MACHINE PARTS & MATERIA	\$58.84	80026400-56130	EXTERNAL SERVICES	\$58.84
	947847	AUTO & MACHINE PARTS & MATERIA	\$252.94	80026400-56130	EXTERNAL SERVICES	\$252.94
	947690	AUTO & MACHINE PARTS & MATERIA	\$7.03	84024421-56130	EXTERNAL SERVICES	\$7.03
	951283	AUTO & MACHINE PARTS & MATERIA	\$9.71	84024421-56130	EXTERNAL SERVICES	\$9.71
	948719	AUTO & MACHINE PARTS & MATERIA	\$15.74	84024421-56130	EXTERNAL SERVICES	\$15.74
	947090	AUTO & MACHINE PARTS & MATERIA	\$119.17	84024425-56130	EXTERNAL SERVICES	\$119.17
Vendor Total:						\$1,039.76
UKIAH CAR CENTER LLC	120860	PARTS & SERVICE REPAIRS AS NEE	\$14.46	10520210-56130	EXTERNAL SERVICES	\$14.46
	120822	PARTS & SERVICE REPAIRS AS NEE	\$34.81	10520210-56130	EXTERNAL SERVICES	\$34.81
	120852	PARTS & SERVICE REPAIRS AS NEE	\$544.23	10520210-56130	EXTERNAL SERVICES	\$544.23
	CM120697	PARTS & SERVICE REPAIRS AS NEE	(\$81.10)	82024411-56130	EXTERNAL SERVICES	(\$81.10)
	120676	PARTS & SERVICE REPAIRS AS NEE	\$57.48	82024411-56130	EXTERNAL SERVICES	\$57.48

List of Checks Presented for Approval on 8/12/2016

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
UKIAH CAR CENTER LLC	120697	PARTS & SERVICE REPAIRS AS NEE	\$211.30	82024411-56130	EXTERNAL SERVICES	\$211.30
	120864	PARTS & SERVICE REPAIRS AS NEE	\$3.46	20324100-58510	REIMBRABLE JOBS	\$3.46
	120846	PARTS & SERVICE REPAIRS AS NEE	\$4.68	20324100-58510	REIMBRABLE JOBS	\$4.68
	120927	PARTS & SERVICE REPAIRS AS NEE	\$20.74	20324100-58510	REIMBRABLE JOBS	\$20.74
	120956	PARTS & SERVICE REPAIRS AS NEE	\$22.34	20324100-58510	REIMBRABLE JOBS	\$22.34
	120854	PARTS & SERVICE REPAIRS AS NEE	\$256.01	20324100-58510	REIMBRABLE JOBS	\$256.01
	120964	PARTS & SERVICE REPAIRS AS NEE	\$364.04	20324100-58510	REIMBRABLE JOBS	\$364.04
				Vendor Total:		\$1,452.45
UKIAH DAILY JOURNAL	16/17-1643	52 WEEK SUBSCRIPTION	\$148.18	10018000-52100	CONTRACTED SERVICES	\$148.18
						Vendor Total:
UKIAH HIGH SCHOOL	DV 080216	16/17 ANNUAL SPONSORSHIP/PLEDGE	\$1,000.00	63320210-52100	CONTRACTED SERVICES	\$1,000.00
						Vendor Total:
UKIAH OXYGEN	429562	EQUIPMENT MAINTENANCE	\$40.91	10520210-56130	EXTERNAL SERVICES	\$40.91
						Vendor Total:
ULINE	78772495	SUPPLIES AS NEEDED	\$945.89	10012200-54100	SUPPLIES	\$119.95
				20822500-54100	SUPPLIES	\$825.94
				Vendor Total:		\$945.89
UNDERGROUND SERVICE ALERT OF	16070322	ANNUAL 811 FEES	\$671.35	82024414-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$671.35
	16070878	ANNUAL 811 FEES	\$383.16	84024421-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$383.16
				Vendor Total:		\$1,054.51

List of Checks Presented for Approval on 8/12/2016

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
UNITED SITE SERVICES	114-4220193	PORTABLE TOILET RENTAL	\$249.19	10022100-52100	CONTRACTED SERVICES	\$249.19
	114-4215461	PORTABLE TOILET RENTAL	\$136.29	80026330-52100	CONTRACTED SERVICES	\$136.29
					Vendor Total:	\$385.48
UNIVAR USA INC	SJ756493	SODIUM HYDROXIDE 30% (CAUSTIC)	\$3,649.30	82024411-58202	WATER TREATMENT PLANT CHEMICAL	\$3,649.30
					Vendor Total:	\$3,649.30
UPS	0000E19R5430 6	SHIPPING SERVICES	\$13.70	80026400-52100	CONTRACTED SERVICES	\$13.70
					Vendor Total:	\$13.70
US POST OFFICE	DV 080416	PERMIT #243; 2016 FALL RECREATION GUIDE POSTAGE	\$2,500.00	10022850-54100	SUPPLIES	\$2,500.00
					Vendor Total:	\$2,500.00
UTILITY TREE SERVICE INC	70P84816	ROADSIDE, GROUNDS, RECREATIONA	\$3,748.00	80026110-52100	CONTRACTED SERVICES	\$3,748.00
	71O50516	ROADSIDE, GROUNDS, RECREATIONA	\$5,200.35	80026110-52100	CONTRACTED SERVICES	\$5,200.35
	71Z99616	ROADSIDE, GROUNDS, RECREATIONA	\$5,340.90	80026110-52100	CONTRACTED SERVICES	\$5,340.90
					Vendor Total:	\$14,289.25
VALLEY AUTO CENTER INC	255628	MISC PARTS AS NEEDED	\$2.15	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$2.15
					Vendor Total:	\$2.15
VAN LANT & FANKHANEL	080116	AUDIT SVCS, 5-YEAR AGREEMENT	\$13,500.00	10013400-52100	CONTRACTED SERVICES	\$13,500.00
					Vendor Total:	\$13,500.00
WAXIE SANITARY SUPPLY	76110176	JANITORIAL SUPPLIES, GENERAL L	\$2,315.25	20822500-54100	SUPPLIES	\$2,180.70
				69122700-54100	SUPPLIES	\$134.55
					Vendor Total:	\$2,315.25

List of Checks Presented for Approval on 8/12/2016

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
WEST YOST ASSOCIATED	2030206	PREP OF 2015 URBAN WATER MGMT	\$1,668.00	82024410-52100	CONTRACTED SERVICES	\$1,668.00
					Vendor Total:	\$1,668.00
WILLOW COUNTY WATER DIST	81154-07/22/16	UTILITIES	\$29.29	84024425-58201	WATER PURCHASES	\$29.29
					Vendor Total:	\$29.29
YUBA COMMUNITY COLLEGE DISTRICT	DV 080516	ADVANCED WATER DISTRIBUTION CLASS REGISTRATION	\$148.00	82024411-57100	CONFERENCE & TRAINING	\$148.00
					Vendor Total:	\$148.00
					INVOICE TOTAL:	\$455,067.78

List of Checks Presented for Approval on 8/19/2016

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

 8-23-16  
Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ACCONTEMPS	46174163	TEMPORARY SERVICES - PURCHASIN	\$961.88	10013400-52100	CONTRACTED SERVICES	\$270.00
				20413500-52100	CONTRACTED SERVICES	\$691.88
	46219833	TEMPORARY SERVICES - PURCHASIN	\$1,080.00	10013400-52100	CONTRACTED SERVICES	\$109.69
				10013400-52100	CONTRACTED SERVICES	\$160.31
				20413500-52100	CONTRACTED SERVICES	\$210.94
				20413500-52100	CONTRACTED SERVICES	\$599.06
	Vendor Total:					\$2,041.88
AFLAC	371561	AUG 2016- AFLAC ACCT NO. J6482	\$7,018.36	20700000-20527	SECTION 125 (CANCER & LIFE)	\$7,018.36
				Vendor Total: \$7,018.36		
ALHAMBRA NATIONAL WATER	5109554 080616	DRINKING WATER SERVICES	\$125.37	69122700-54100	SUPPLIES	\$18.69
				77725200-54100	SUPPLIES	\$30.64
				84024425-54100	SUPPLIES	\$76.04
				Vendor Total: \$125.37		
ALONZO FRIAS	TA 08/15-12/12/16	TRAVEL ADVANCE	\$1,526.40	82024411-57100	CONFERENCE & TRAINING	\$1,526.40
				Vendor Total: \$1,526.40		
ALPHA ANALYTICAL LABORATORIES INC	6073076-UKIAH	MISCELLANEOUS LABORATORY WORK	\$60.00	82024411-52100	CONTRACTED SERVICES	\$60.00
	6071842-UKIAH	MISCELLANEOUS LABORATORY WORK	\$70.00	82024411-52100	CONTRACTED SERVICES	\$70.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ALPHA ANALYTICAL LABORATORIES INC	6072437-UKIAH	MISCELLANEOUS LABORATORY WORK	\$170.00	82024411-52100	CONTRACTED SERVICES	\$170.00
	6072876-UKIAH	MISCELLANEOUS LABORATORY WORK	\$170.00	82024411-52100	CONTRACTED SERVICES	\$170.00
					Vendor Total:	\$470.00
ANN BAKER	#4	GHM CONST. ADMIN & EXHIBIT DEV	\$38,151.32	31022700-80230	INFRASTRUCTURE	\$38,151.32
					Vendor Total:	\$38,151.32
BONA MARKETPLACE	SF-D 17600	FRAMING SERVICES	\$238.96	90000000-23226	CONCERT SERIES	\$238.96
					Vendor Total:	\$238.96
BOUTIN JONES INC	94335	LEGAL RETAINER FOR UVSD LITIGA	\$5,518.90	84424422-52100	CONTRACTED SERVICES	\$5,518.90
					Vendor Total:	\$5,518.90
BSN SPORTS	7388463	TENNIS NETS	\$390.10	90000000-23231	TENNIS NETS	\$390.10
					Vendor Total:	\$390.10
CA SOCIETY OF MUNICIPAL FINANCE OFFICERS	DV080316	REGISTRATION FEES	\$75.00	10013400-57100	CONFERENCE & TRAINING	\$75.00
	17804	MEMBERSHIP FEES	\$55.00	10013400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$55.00
					Vendor Total:	\$130.00
CANON SOLUTIONS AMERICA INC	4019836220	COPIER LEASE & USAGE	\$1,307.76	10012200-56120	EQUIPMENT MAINTENANCE & REPAIR	\$673.06
				10012200-54100	SUPPLIES	\$634.70
					Vendor Total:	\$1,307.76
CEDRIC CROOK	TA 09/07- 09/10/16	TRAVEL ADVANCE	\$568.25	10520210-57100	CONFERENCE & TRAINING	\$568.25
					Vendor Total:	\$568.25
CHOUINARD & MYHRE INC	1608072	Software Maintenance/Support	\$3,427.34	20922900-56120	EQUIPMENT MAINTENANCE & REPAIR	\$3,427.34
					Vendor Total:	\$3,427.34

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
CODE PUBLISHING COMPANY	54004	CODIFICATION SERVICES AS PER A	\$64.35	10011100-52100	CONTRACTED SERVICES	\$64.35
						Vendor Total: ----- \$64.35
COMCAST	4635-08/10/16	UTILITIES	\$252.31	10011100-55100	TELEPHONE	\$2.40
				10012100-55100	TELEPHONE	\$9.61
				10012200-55100	TELEPHONE	\$7.21
				10013400-55100	TELEPHONE	\$10.81
				10016100-55100	TELEPHONE	\$4.81
				10017100-55100	TELEPHONE	\$2.40
				10022810-55100	TELEPHONE	\$1.20
				10022810-55100	TELEPHONE	\$7.21
				10023100-55100	TELEPHONE	\$9.61
				10023320-55100	TELEPHONE	\$2.40
				10024210-55100	TELEPHONE	\$9.61
				10024220-55100	TELEPHONE	\$2.40
				10520210-55100	TELEPHONE	\$0.02
				10520210-55100	TELEPHONE	\$60.07
				10521210-55100	TELEPHONE	\$26.43
				20413500-55100	TELEPHONE	\$2.40
				20513300-55100	TELEPHONE	\$22.83
				20620231-55100	TELEPHONE	\$7.21
				20922900-55100	TELEPHONE	\$9.61
				64020213-55100	TELEPHONE	\$2.40

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
COMCAST	4635-08/10/16	UTILITIES	\$252.31	69122700-55100	TELEPHONE	\$7.21
				70024500-55100	TELEPHONE	\$2.40
				72022400-55100	TELEPHONE	\$1.20
				73022600-55100	TELEPHONE	\$4.81
				77725200-55100	TELEPHONE	\$4.81
				80026400-55100	TELEPHONE	\$16.82
				82024410-55100	TELEPHONE	\$7.21
				82024411-55100	TELEPHONE	\$4.81
				84024425-55100	TELEPHONE	\$2.40
				Vendor Total:		
COMPUTER OPTIONS INC	BILL40571	IT SERVICES	\$9,000.00	20922900-52100	CONTRACTED SERVICES	\$9,000.00
	BILL40657	IT SERVICES	\$9,000.00	20922900-52100	CONTRACTED SERVICES	\$9,000.00
	BILL40475	IT SERVICES	\$13,050.00	20922900-52100	CONTRACTED SERVICES	\$13,050.00
Vendor Total:					\$31,050.00	
COOPER COMPLIANCE CORPORATION	1429	COMPLIANCE RPT SVCS TO MEET FE	\$2,666.67	80026400-52100	CONTRACTED SERVICES	\$2,666.67
Vendor Total:					\$2,666.67	
CUPPLES & SONS CONST INC	06	SPEC. 15-16 GHM OUTDOOR CLASSR	\$26,596.66	31022700-80230	INFRASTRUCTURE	\$26,596.66
Vendor Total:					\$26,596.66	
DAVID RAPPORT	6455	LEGAL SERVICES FOR FY 16/17	\$23,342.27	10014000-52100	CONTRACTED SERVICES	\$290.12
				84424422-52100	CONTRACTED SERVICES	\$129.98
				84424422-52100	CONTRACTED SERVICES	\$9,495.20
				10014000-52150	LEGAL SERVICES/EXPENSES	\$752.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
DAVID RAPPORT	6455	LEGAL SERVICES FOR FY 16/17	\$23,342.27	10014000-52150	LEGAL SERVICES/EXPENSES	\$2,279.22
				10514000-52150	LEGAL SERVICES/EXPENSES	\$5,932.47
				20414000-52150	LEGAL SERVICES/EXPENSES	\$32.49
				70014000-52150	LEGAL SERVICES/EXPENSES	\$928.40
				77714000-52150	LEGAL SERVICES/EXPENSES	\$201.93
				80014000-52150	LEGAL SERVICES/EXPENSES	\$584.89
				82014000-52150	LEGAL SERVICES/EXPENSES	\$422.42
				84014000-52150	LEGAL SERVICES/EXPENSES	\$76.59
				90214000-52150	LEGAL SERVICES/EXPENSES	\$1,710.58
				90214000-52140	LITIGATION EXPENSES	\$505.98
				Vendor Total:		
DEEP VALLEY SECURITY	DV 081116	2016 FALL BALL REFUND	\$350.00	10022822-44915	RECREATION PROGRAM INCOME	\$350.00
Vendor Total:					\$350.00	
DONALD KNIGHT	019019	EQUIPMENT LABELS	\$12.92	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.10)
				10024220-56130	EXTERNAL SERVICES	\$0.06
				10024220-56130	EXTERNAL SERVICES	\$4.31
				84024421-56130	EXTERNAL SERVICES	\$0.04
				84024421-56130	EXTERNAL SERVICES	\$8.61
Vendor Total:					\$12.92	
GABRIEL OTT	DV 080816	INSTRUCTOR	\$140.00	10022850-52100	CONTRACTED SERVICES	\$140.00
Vendor Total:					\$140.00	

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail			
GCR	851-33925	TIRES, TUBES, REPAIRS & LABOR	\$752.82	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$3.11)	
				80026400-56130	EXTERNAL SERVICES	\$3.11	
				80026400-56130	EXTERNAL SERVICES	\$752.82	
	851-33611	TIRES, TUBES, REPAIRS & LABOR	\$18.00	10022100-56120	EQUIPMENT MAINTENANCE & REPAIR	\$18.00	
	851-33737	TIRES, TUBES, REPAIRS & LABOR	\$51.89	10520210-56130	EXTERNAL SERVICES	\$51.89	
	851-33793	TIRES, TUBES, REPAIRS & LABOR	\$469.94	10520210-56130	EXTERNAL SERVICES	\$469.94	
	851-33738	TIRES, TUBES, REPAIRS & LABOR	\$514.58	10520210-56130	EXTERNAL SERVICES	\$514.58	
	Vendor Total:					\$1,807.23	
	GEARY, SHEA, O'DONNELL, GRATTAN, & MITCHELL	41235	TRIAL COUNSEL IN UVSD VS. COU	\$29,863.04	84424422-52100	CONTRACTED SERVICES	\$29,863.04
							Vendor Total: \$29,863.04
HAINES & COMPANY	415830	CRISS + CROSS DIRECTORY SUBSCRIPTION	\$241.44	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.05)	
				20620231-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$1.05	
				20620231-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$241.44	
				Vendor Total: \$241.44			
HANSEL FORD	CM1086083F	CREDIT MEMO	(\$652.50)	10520210-56130	EXTERNAL SERVICES	(\$652.50)	
	1086083F	EQUIPMENT MAINTENANCE AND REPA	\$3,045.00	10520210-56130	EXTERNAL SERVICES	\$3,045.00	
	Vendor Total: \$2,392.50						
INTERCOUNTY MECHANICAL & ELECTRICAL INC	5429	CONTRACTED SERVICES	\$739.10	10022822-54100	SUPPLIES	\$739.10	
						Vendor Total: \$739.10	
INTERWEST CONSULTING GROUP INC	28210	GIS SERVICES - ON-CALL AND AS	\$52.50	80026400-52100	CONTRACTED SERVICES	\$52.50	
Vendor Total:						\$52.50	

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
JAMES REESE	17206	CLEANING SERVICES	\$735.00	73022600-56300	BUILDING MAINT. & REPAIR	\$735.00
					Vendor Total:	\$735.00
KEOUGH'S LANDSCAPING INC	15721	LANDSCAPE MAINT.-ORCHARD SUBST	\$500.00	80026130-52100	CONTRACTED SERVICES	\$500.00
					Vendor Total:	\$500.00
KIMBALL MIDWEST	5060355	PARTS AS NEEDED	\$181.80	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$181.80
					Vendor Total:	\$181.80
KORTNEY R MARTINSON	DV 081216	CONTRACTED SERVICES	\$750.00	10012100-52100	CONTRACTED SERVICES	\$250.00
				75017110-52100	CONTRACTED SERVICES	\$100.00
				75017110-52100	CONTRACTED SERVICES	\$400.00
					Vendor Total:	\$750.00
KYNDLE SMALLCOMB	DV 081016	INSTRUCTOR	\$217.00	10022850-52100	CONTRACTED SERVICES	\$217.00
					Vendor Total:	\$217.00
LACO ASSOCIATES	0037352	GEOTECHNICAL EXPLORATION AT 13	\$1,000.00	80100000-80230	INFRASTRUCTURE	\$1,000.00
					Vendor Total:	\$1,000.00
LEXISNEXIS RISK DATA MANAGEMENT INC	1410964-20160731	LEXIS NEXIS LE PLUS SEARCHING	\$113.50	10520210-54202	MAJOR CRIME INVETIGATIONS	\$113.50
					Vendor Total:	\$113.50
LOUIS MALDONADO SR	CM-DV 070516	CREDIT MEMO	(\$2,600.00)	10520210-57100	CONFERENCE & TRAINING	(\$2,600.00)
	310414	4 QTR-DEFENSIVE TACTICAL TRAIN	\$2,000.00	10520210-57100	CONFERENCE & TRAINING	\$2,000.00
	DV070516	4 QTR-DEFENSIVE TACTICAL TRAIN	\$2,600.00	10520210-57100	CONFERENCE & TRAINING	\$2,600.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
LOUIS MALDONADO SR	310411	16/17 "STRANGER DANGER PROGRAM" IN UKIAH SCHOOLS	\$3,200.00	63320210-52100	CONTRACTED SERVICES	\$3,200.00
					Vendor Total:	\$5,200.00
MARIPOSA MARKET	6910	2016 SUNDAYS IN THE PARK-SPONSOR DINNER	\$604.17	90000000-23226	CONCERT SERIES	\$604.17
					Vendor Total:	\$604.17
MCMASTER-CARR SUPPLY CO	73016744	SUPPLIES AS NEEDED	\$164.47	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$164.47
					Vendor Total:	\$164.47
MEL GRANDI	JULY-16	JULY-16 MILEAGE REIMBURSEMENT	\$10.80	80026400-57100	CONFERENCE & TRAINING	\$10.80
	TR 07/27-07/28/16	TRAVEL REIMBURSEMENT	\$551.34	80026400-57100	CONFERENCE & TRAINING	\$551.34
					Vendor Total:	\$562.14
MENDO MILL & LUMBER CO	K29708/1	SUPPLIES AS NEEDED	\$34.56	84024421-54100	SUPPLIES	\$34.56
					Vendor Total:	\$34.56
MENDOCINO BOOK COMPANY	006115	16/17 UUSD READING PROGRAM AWARDS	\$2,740.00	63320210-52100	CONTRACTED SERVICES	\$2,740.00
					Vendor Total:	\$2,740.00
NATIONAL METER & AUTOMATION	S1073892.001	WATER SUPPLY, GROUNDWATER, SEW	\$847.01	82000000-12104	INVENTORY - PURCHASES	\$847.01
	S1073898.001	WATER SUPPLY, GROUNDWATER, SEW	\$924.99	82024414-54100	SUPPLIES	\$924.99
	S1073980.001	WATER SUPPLY, GROUNDWATER, SEW	\$2,169.21	82024414-54100	SUPPLIES	\$2,169.21
					Vendor Total:	\$3,941.21
NCPA	DV 072816	16/17 CVP MEMBERSHIP FEES	\$200.00	80026400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$200.00
	AUG-16	AUGUST 2016 NCPA	\$835,985.00	80026300-58104	NCPA MANAGEMENT SERVICES	\$47,132.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
NCPA	AUG-16	AUGUST 2016 NCPA	\$835,985.00	80026300-58101	NCPA PLANT GENERATION	\$256,435.00
				80026300-58102	NCPA POWER PURCHASES	\$296,638.00
				80026300-58105	NCPA THIRD PARTY SALES	(\$6,999.00)
				80026300-58103	NCPA TRANSMISSION	\$242,779.00
				Vendor Total:		\$836,185.00
NOR-CAL PUMP & WELL DRILLING INC	1.1	SPEC 16-01 INSTALL WELL 4 & 9	\$113,557.00	82224413-80230	INFRASTRUCTURE	\$113,557.00
	1.0	SPEC 16-01 INSTALL WELL 4 & 9	\$311,977.00	82224413-80230	INFRASTRUCTURE	\$311,977.00
			Vendor Total:		\$425,534.00	
NORTH COAST OPPORTUNITIES, INC	DV08022016	16/17 ANNUAL DONATION	\$1,000.00	63320210-52100	CONTRACTED SERVICES	\$1,000.00
				Vendor Total:		\$1,000.00
NSI LAB SOLUTIONS INC	334260	SUPPLIES AS NEEDED	\$332.00	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.35)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.40)
				90000000-23013	STATE USE TAX LIABILITY	(\$21.00)
				84024425-54100	SUPPLIES	\$22.75
				84024425-54100	SUPPLIES	\$332.00
				Vendor Total:		\$332.00
ONE TIME PAY VENDOR	8/12/16	REIMBURSE JOB COSTS	\$275.00	90000000-23200	REFUNDABLE DEPOSITS TRUST	\$275.00
	112001-3	UTILITY REFUND	\$12.20	90100000-10421	UTILITY RECEIVABLES CLEARING	\$12.20
	114400-5	UTILITY REFUND	\$141.51	90100000-10421	UTILITY RECEIVABLES CLEARING	\$141.51

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ONE TIME PAY VENDOR	DV81016	ELECTRIC OVERPAYMENT	\$6,255.69	90100000-10421	UTILITY RECEIVABLES CLEARING	\$6,255.69
					Vendor Total:	\$6,684.40
PACE SUPPLY CORPORATION	023409056	MISCELLANEOUS ITEMS AS NEEDED	\$26.84	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.12)
				10022100-54100	SUPPLIES	\$0.12
				10022100-54100	SUPPLIES	\$26.84
	023411297	MISCELLANEOUS ITEMS AS NEEDED	\$50.30	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.23)
				82024411-54100	SUPPLIES	\$0.23
				82024411-54100	SUPPLIES	\$50.30
	023422600	MISCELLANEOUS ITEMS AS NEEDED	\$137.56	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.63)
				84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$0.63
				84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$137.56
	023428253	MISCELLANEOUS ITEMS AS NEEDED	\$303.12	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.38)
				82024414-54102	SMALL TOOLS	\$1.38
				82024414-54102	SMALL TOOLS	\$303.12
					Vendor Total:	\$517.82
PACIFIC STAR CHEMICAL LLC	89244	PACH CATIONIC POLYMER - NON-TA	\$5,947.31	82024411-58202	WATER TREATMENT PLANT CHEMICAL	\$5,947.31
					Vendor Total:	\$5,947.31
PATTERSON & DEWAR ENGINEERS INC	0038215	ENGINEERING SERVICES	\$164.00	80026130-52100	CONTRACTED SERVICES	\$164.00
					Vendor Total:	\$164.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
PAYMENTUS GROUP INC	US16070024	CREDIT CARD PROCESSING SERVICE	\$1,821.50	20513300-52100	CONTRACTED SERVICES	\$1,821.50
					Vendor Total:	\$1,821.50
PETERSON CAT	PC060132925	PARTS & SERVICE REPAIRS AS NEE	\$134.83	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.68)
				10024220-56130	EXTERNAL SERVICES	\$0.68
				10024220-56130	EXTERNAL SERVICES	\$134.83
	PC060132799	PARTS & SERVICE REPAIRS AS NEE	\$124.26	10520210-56130	EXTERNAL SERVICES	\$124.26
					Vendor Total:	\$259.09
PG&E CO	110171990	GAS & ELECTRIC EXTENSION AGREE	\$52,258.01	82224413-80230	INFRASTRUCTURE	\$52,258.01
	JULY-3822	UTILITIES	\$4,730.83	10022100-55210	UTILITIES	\$11.36
				10022300-55210	UTILITIES	\$36.35
				10024220-55210	UTILITIES	\$9.44
				20822500-55210	UTILITIES	\$122.44
				69122700-55210	UTILITIES	\$8.11
				70024500-55210	UTILITIES	\$385.39
				73022600-55210	UTILITIES	\$15.63
				73022600-55210	UTILITIES	\$42.95
				77725200-55210	UTILITIES	\$39.57
				82024411-55210	UTILITIES	\$3,501.52
				84024421-55210	UTILITIES	\$72.30
				84024425-55210	UTILITIES	\$485.77
					Vendor Total:	\$56,988.84

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
PUBLIC SERVICE DEPARTMENT	JULY 16	UTILITIES	\$116,053.95	80626500-52133	MONTHLY DISCOUNT PROGRAM	\$137.86
				10012400-55210	UTILITIES	\$289.31
				10022100-55210	UTILITIES	\$28,509.64
				10022300-55210	UTILITIES	\$3,710.28
				10024214-55210	UTILITIES	\$680.56
				10024220-55210	UTILITIES	\$390.93
				20620231-55210	UTILITIES	\$75.95
				20822500-55210	UTILITIES	\$8,292.63
				20824300-55210	UTILITIES	\$127.09
				20824300-55210	UTILITIES	\$709.13
				25024300-55210	UTILITIES	\$31.64
				64020213-55210	UTILITIES	\$713.58
				69122700-55210	UTILITIES	\$2,251.07
				73022600-55210	UTILITIES	\$2,883.76
				77725200-55210	UTILITIES	\$2,082.96
				80026400-55210	UTILITIES	\$1,267.29
				80526610-55210	UTILITIES	\$12,240.29
				82024410-55210	UTILITIES	\$90.05
				82024411-55210	UTILITIES	\$25,613.96
				82024414-55210	UTILITIES	\$422.43
				84024421-55210	UTILITIES	\$59.01
				84024425-55210	UTILITIES	\$25,474.53
Vendor Total: -----						\$116,053.95
REDWOOD COAST FUELS	1797905	CARDLOCK FUEL PURCHASES	\$797.10	80026400-56130	EXTERNAL SERVICES	\$43.03

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			20324100-58410	GARAGE LUBRICANTS & PARTS	\$754.07
1794092	CARDLOCK FUEL PURCHASES	\$4,815.43	10022100-56210	FUEL & FLUIDS	\$570.48
			10024210-56210	FUEL & FLUIDS	\$8.70
			10024220-56210	FUEL & FLUIDS	\$642.82
			10520210-56210	FUEL & FLUIDS	\$28.86
			10520210-56210	FUEL & FLUIDS	\$69.89
			10520210-56210	FUEL & FLUIDS	\$1,714.20
			10520224-56210	FUEL & FLUIDS	\$106.09
			20324100-56210	FUEL & FLUIDS	\$47.99
			20822500-56210	FUEL & FLUIDS	\$129.47
			80026400-56210	FUEL & FLUIDS	\$969.01
			82024411-56210	FUEL & FLUIDS	\$166.30
			82024412-56210	FUEL & FLUIDS	\$19.23
			82024414-56210	FUEL & FLUIDS	\$151.89
			84024421-56210	FUEL & FLUIDS	\$129.38
			84024425-56210	FUEL & FLUIDS	\$61.12
1796645	CARDLOCK FUEL PURCHASES	\$5,487.25	10022100-56210	FUEL & FLUIDS	\$781.93
			10024220-56210	FUEL & FLUIDS	\$715.35
			10520210-56210	FUEL & FLUIDS	\$28.05
			10520210-56210	FUEL & FLUIDS	\$69.15
			10520210-56210	FUEL & FLUIDS	\$2,170.06
			10520224-56210	FUEL & FLUIDS	\$95.26
			20324100-56210	FUEL & FLUIDS	\$25.53
			80026400-56210	FUEL & FLUIDS	\$521.64
			82024411-56210	FUEL & FLUIDS	\$321.76

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
REDWOOD COAST FUELS	1796645	CARDLOCK FUEL PURCHASES	\$5,487.25	82024412-56210	FUEL & FLUIDS	\$20.58
				82024414-56210	FUEL & FLUIDS	\$72.04
				82024414-56210	FUEL & FLUIDS	\$315.03
				84024421-56210	FUEL & FLUIDS	\$61.37
				84024421-56210	FUEL & FLUIDS	\$268.35
				84024425-56210	FUEL & FLUIDS	\$21.15
				Vendor Total:		\$11,099.78
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	JULY 16	DOT DRUG & ALCOHOL TESTING	\$2,128.24	10016100-54166	HR - DOT TESTING PROGRAM	\$2,128.24
						Vendor Total:
REDWOOD TOXICOLOGY LAB INC	00169820167	DRUG SCREENING TESTING	\$55.00	10520210-52100	CONTRACTED SERVICES	\$55.00
						Vendor Total:
REGIONAL GOVERNMENT SERVICES AUTHORITY	6174	FINANCIAL ADVISORY SERVICES -	\$21,812.50	10013400-52100	CONTRACTED SERVICES	\$21,812.50
						Vendor Total:
REOA LTD	1101	OFFICIATING OF ADULT SOFTBALL	\$5,191.00	10022822-52100	CONTRACTED SERVICES	\$5,191.00
						Vendor Total:
RICHARD SEANOR	TR 08/09/16	TRAVEL REIMBURSEMENT	\$15.00	10024210-57100	CONFERENCE & TRAINING	\$15.00
	TR 08/10/16	TRAVEL REIMBURSEMENT	\$15.00	10024210-57100	CONFERENCE & TRAINING	\$15.00
	Vendor Total:		\$30.00			
ROSEMOUNT ANALYTICAL	806990	ELECTRICAL EQUIPMENT AND SUPPL	\$1,455.89	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,455.89
						Vendor Total:

List of Checks Presented for Approval on 8/19/2016

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
SBOE SALES & USE TAX	JULY 16	PRE-PAID SALES AND USE TAX	\$610.00	77725200-58401	AVIATION FUEL	\$561.00
				90000000-23252	DISTRICT USE TAX-LIBRARIES	\$2.00
				90000000-23237	DISTRICT USE TAX-MEASURE S	\$11.00
				90000000-23013	STATE USE TAX LIABILITY	\$36.00
				Vendor Total:		\$610.00
SECRETARY OF STATE	DV080416	NOTARY REPUBLIC RENEWAL	\$20.00	10520210-57100	CONFERENCE & TRAINING	\$20.00
				Vendor Total:		\$20.00
SHAPE PRODUCTS	4005714	SUPPLIES	\$128.90	84024425-54100	SUPPLIES	\$128.90
				Vendor Total:		\$128.90
SIERRA CHEMICAL	SLS10037509	CHLORINE PRODUCTS AS PER CONTR	\$5,292.59	82024411-58202	WATER TREATMENT PLANT CHEMICAL	\$5,292.59
				Vendor Total:		\$5,292.59
SIRI GRADING & PAVING INC	JULY 2016	Spec 15-17 GHM Landscape Impro	\$40,668.22	25024210-80230	INFRASTRUCTURE	\$10,000.00
				31022700-80230	INFRASTRUCTURE	\$30,668.22
				Vendor Total:		\$40,668.22
SOLID WASTES SYSTEMS INC	318035	MISCELLANEOUS DUMP FEES	\$201.14	20822500-56300	BUILDING MAINT. & REPAIR	\$12.40
				10024220-54120	PW - SPECIAL SUPPLIES	\$10.40
				10024220-54120	PW - SPECIAL SUPPLIES	\$30.56
				10024220-54120	PW - SPECIAL SUPPLIES	\$88.71
				20824300-54100	SUPPLIES	\$42.02
				82024414-54100	SUPPLIES	\$17.05
				Vendor Total:		\$201.14

List of Checks Presented for Approval on 8/19/2016

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
SONSRAY MACHINERY LLC	PO4511-06	EQUIPMENT PARTS	\$353.06	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.38)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.52)
				84024421-56130	EXTERNAL SERVICES	\$1.90
				84024421-56130	EXTERNAL SERVICES	\$353.06
				Vendor Total:		\$353.06
STAPLES CREDIT PLAN	65237	OFFICE SUPPLIES, MISC AS NEEDE	\$80.50	82024411-52100	CONTRACTED SERVICES	\$80.50
				Vendor Total:		\$80.50
STATE OF CALIFORNIA	179882	FINGERPRINTING	\$511.00	10020000-44420	FINGERPRINT FEES	\$511.00
	180005	FINGERPRINTING/LIVESCAN SERVICES	\$175.00	10016100-54165	HR - NEW EMPLOYEE FINGERPRINT	\$175.00
	Vendor Total:		\$686.00			
THE PEAVEY CORPORATION	320795	SUPPLIES-TIE TAGS	\$140.67	10520210-54201	PRISONER EXPENSE	\$140.67
				Vendor Total:		\$140.67
TIM SANTO	DV080816	REIMBURSE SUPPLIES	\$78.21	80026400-54100	SUPPLIES	\$21.98
				80026400-54100	SUPPLIES	\$56.23
				Vendor Total:		\$78.21
TRINIDAD ARTEAGA	352193	PARTS AS NEEDED	\$140.51	20324100-54102	SMALL TOOLS	\$140.51
				Vendor Total:		\$140.51
TYCO FIRE & SECURITY (US) MANAGEMENT INC	78731748	HALON SAFETY TEST/INSPECTION	\$488.50	20822500-56300	BUILDING MAINT. & REPAIR	\$488.50
				Vendor Total:		\$488.50

List of Checks Presented for Approval on 8/19/2016

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
UKIAH GUN SHOP LLC	POS-2254	PISTOL & RIFLE SUPPLIES	\$246.40	10520210-54100	SUPPLIES	\$246.40
					Vendor Total:	\$246.40
UKIAH ROUND TREE GLASS	153264	CONTRACTED SERVICES	\$38.93	20822500-56300	BUILDING MAINT. & REPAIR	\$38.93
					Vendor Total:	\$38.93
UKIAH TROPHIES & GIFTS	440058	ADULT SOFTBALL SHIRTS	\$341.50	10022822-54100	SUPPLIES	\$341.50
					Vendor Total:	\$341.50
UNITED SITE SERVICES	114-4215754	PORTABLE TOILET RENTAL	\$423.70	90000000-23226	CONCERT SERIES	\$423.70
					Vendor Total:	\$423.70
VAN LANT & FANKHANEL	8/10/16	AUDIT SVCS, 5-YEAR AGREEMENT	\$1,500.00	70024500-52100	CONTRACTED SERVICES	\$1,500.00
					Vendor Total:	\$1,500.00
WELLS FARGO BANK CORP TRUST	DV81216.1	SEMI-ANNUAL WTP BOND PAYMENT	\$701,756.34	82224413-70102	BOND INTEREST PAYMENTS	\$226,759.38
				82224413-70202	BOND PRINCIPAL PAYMENTS	\$475,000.00
				82200000-10260	CASH WITH FISCAL AGENT	(\$3.04)
	DV81216	SEMI-ANNUAL WWTP BOND PAYMENT	\$1,425,644.42	84124426-70102	BOND INTEREST PAYMENTS	\$1,425,650.00
				84100000-10260	CASH WITH FISCAL AGENT	(\$4.65)
				84100000-10260	CASH WITH FISCAL AGENT	(\$0.93)
					Vendor Total:	\$2,127,400.76
WYATT IRRIGATION CO	220616 00	PARTS & MISC SUPPLIES AS NEEDED	\$124.55	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.58)
				10022100-54100	SUPPLIES	\$0.58
				10022100-54100	SUPPLIES	\$124.55

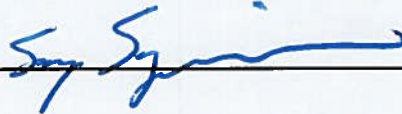
List of Checks Presented for Approval on 8/19/2016

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
WYATT IRRIGATION CO	220838 00	PARTS & MISC SUPPLIES AS NEEDE	\$705.32	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$3.28)
				10022100-54100	SUPPLIES	\$3.28
				10022100-54100	SUPPLIES	\$705.32
				Vendor Total:		\$829.87
WYVERN RESTAURANTS INC	02-4789	PUBLIC WORKS LUNCH TRAINING	\$49.12	82024410-57100	CONFERENCE & TRAINING	\$49.12
	02-4736	MOVIE MADNESS	\$45.06	90000000-23235	MOVIES IN THE PLAZA	\$45.06
	02-4729	IT OUTAGE LUNCH	\$37.01	20922900-54100	SUPPLIES	\$37.01
	Vendor Total:		\$131.19			
INVOICE TOTAL:				\$3,870,290.45		

List of Checks Presented for Approval on 8/26/2016

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

 8-30-16 
Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ACCONTEMPS	46288705	TEMPORARY SERVICES - PURCHASIN	\$1,080.00	10013400-52100	CONTRACTED SERVICES	\$270.00
				20413500-52100	CONTRACTED SERVICES	\$810.00
	46320223	TEMPORARY SERVICES - PURCHASIN	\$1,080.00	10013400-52100	CONTRACTED SERVICES	\$270.00
				20413500-52100	CONTRACTED SERVICES	\$810.00
	46369628	TEMPORARY SERVICES - PURCHASIN	\$1,080.00	10013400-52100	CONTRACTED SERVICES	\$270.00
				20413500-52100	CONTRACTED SERVICES	\$810.00
Vendor Total:					\$3,240.00	
ACCURATE AIR ENGINEERING INC	L-067197	PARTS AS NEEDED	\$761.97	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$761.97
						Vendor Total: \$761.97
AFLAC GROUP INSURANCE	A071832900	AUGUST 2016-AFLAC CRITICAL CARE	\$563.38	20700000-20538	AFLAC CRITICAL ILLNSS POLICY	\$563.38
						Vendor Total: \$563.38
AMERICAN LEGION	DV 081516	SUMMER 2016 CONCERT FOOD VOUCHERS	\$157.50	90000000-23226	CONCERT SERIES	\$157.50
						Vendor Total: \$157.50
AMERICAN PLANNING ASSOCIATION	DV 081816	MEMBERSHIP RENEWAL	\$88.00	10023100-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$88.00
						Vendor Total: \$88.00
ANIXTER	3277525-01	ELECTRICAL EQUIPMENT AND SUPPL	\$171.11	80000000-12104	INVENTORY - PURCHASES	\$171.11

List of Checks Presented for Approval on 8/26/2016

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ANIXTER	3277525-00	ELECTRICAL EQUIPMENT AND SUPPL	\$1,789.52	80000000-12104	INVENTORY - PURCHASES	\$1,789.52
	3285634-00	ELECTRICAL EQUIPMENT AND SUPPL	\$2,496.74	80000000-12104	INVENTORY - PURCHASES	\$2,496.74
					Vendor Total:	\$4,457.37
ANTHONY DELAPO JR	DV 081716	REIMBURSEMENT FOR DOG KENNEL	\$444.06	10520210-54100	SUPPLIES	\$444.06
					Vendor Total:	\$444.06
ARLENE & JIM MOOREHEAD	DV 081216	ENERGY REBATE	\$3,257.00	80626500-52136	PHOTOVOLTAIC RATES/INCENTIVE	\$3,257.00
					Vendor Total:	\$3,257.00
AT&T MOBILITY	83211887X0814 2016	DATA & VOICE SERVICES	\$159.00	10022300-55100	TELEPHONE	\$49.66
				20620231-55100	TELEPHONE	\$12.70
				77725200-55100	TELEPHONE	\$33.08
				82024410-55100	TELEPHONE	\$12.70
				82024411-55100	TELEPHONE	\$12.70
				82024411-55100	TELEPHONE	\$12.76
				84024421-55100	TELEPHONE	\$25.40
	832056361X081 42016	POLICE- APN MODEMS	\$499.80	10520210-55100	TELEPHONE	\$499.80
	875108535X081 42016	VOICE & DATA CELL PHONES	\$63.50	82024411-55100	TELEPHONE	\$25.40
				84024421-55100	TELEPHONE	\$38.10
					Vendor Total:	\$722.30
AVLAB	0290704-IN	SUPPLIES AS NEEDED	\$227.16	77725200-56210	FUEL & FLUIDS	\$227.16
					Vendor Total:	\$227.16

List of Checks Presented for Approval on 8/26/2016

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
BARBARA ROVERA TRUST	DV 081216	ENERGY REBATE	\$612.00	80626500-52135	ENERGY CONSERVATION PROGRAM	\$612.00
					Vendor Total:	\$612.00
BJ'S EMBROIDERY	12366	SUPPLIES AS NEEDED	\$43.14	10022100-54100	SUPPLIES	\$43.14
					Vendor Total:	\$43.14
BORGES & MAHONEY INC	138062	PARTS AS NEEDED	\$216.81	82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$216.81
					Vendor Total:	\$216.81
BRETT CHAPMAN	DV 081916	FUEL REIMBURSEMENT	\$33.28	10520210-56210	FUEL & FLUIDS	\$33.28
					Vendor Total:	\$33.28
BUSINESS CARD	INV 081116	CITY MGR DEPARTMENT CREDIT CAR	\$525.00	10010000-57100	CONFERENCE & TRAINING	\$525.00
	INV081116	CITY MGR DEPARTMENT CREDIT CAR	\$525.00	10010000-57100	CONFERENCE & TRAINING	\$525.00
	200001656	HR/RISK MGMT CREDIT CARD, MISC	\$300.00	10016100-57100	CONFERENCE & TRAINING	\$300.00
	INV082016	HR/RISK MGMT CREDIT CARD, MISC	\$1,020.00	10016100-57100	CONFERENCE & TRAINING	\$670.00
				10016100-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$350.00
	TR 093016	POLICE CREDIT CARD, MISC. PURC	\$439.56	10520210-57100	CONFERENCE & TRAINING	\$439.56
	SF-D 19755	PURCHASING CREDIT CARD, MISC.	\$26.00	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.03)
				90000000-23013	STATE USE TAX LIABILITY	(\$1.95)
				90000000-23013	STATE USE TAX LIABILITY	(\$0.13)
				10013400-54100	SUPPLIES	\$2.11
				10013400-54100	SUPPLIES	\$26.00
	SFD15979	PURCHASING CREDIT CARD, MISC.	\$45.70	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.06)

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
BUSINESS CARD	SFD15979	PURCHASING CREDIT CARD, MISC.	\$45.70	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.23)
				90000000-23013	STATE USE TAX LIABILITY	(\$3.43)
				80026410-54100	SUPPLIES	\$3.72
				80026410-54100	SUPPLIES	\$45.70
	SF-D 15985	PURCHASING CREDIT CARD, MISC.	\$56.49	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.07)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.30)
				20324100-56112	EQUIPMENT PARTS FOR RESALE	\$4.83
				20324100-56112	EQUIPMENT PARTS FOR RESALE	\$56.49
				90000000-23013	STATE USE TAX LIABILITY	(\$4.46)
	SF-D 15980	PURCHASING CREDIT CARD, MISC.	\$61.99	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.07)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.30)
				90000000-23013	STATE USE TAX LIABILITY	(\$4.26)
				80026400-54100	SUPPLIES	\$4.63
				80026400-54100	SUPPLIES	\$61.99
	SF-D 19661	POLICE CREDIT CARD, MISC. PURC	\$76.76	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.10)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.38)
				10520210-54201	PRISONER EXPENSE	\$6.24
				10520210-54201	PRISONER EXPENSE	\$76.76
				90000000-23013	STATE USE TAX LIABILITY	(\$5.76)
	SF-D 15979	PURCHASING CREDIT CARD, MISC.	\$213.65	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.25)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.99)
				90000000-23013	STATE USE TAX LIABILITY	(\$14.84)

List of Checks Presented for Approval on 8/26/2016

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
BUSINESS CARD	SF-D 15979	PURCHASING CREDIT CARD, MISC.	\$213.65	80026120-54100	SUPPLIES	\$16.08
				80026120-54100	SUPPLIES	\$213.65
	SF-D 15981	PURCHASING CREDIT CARD, MISC.	\$293.20	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.34)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.37)
				90000000-23013	STATE USE TAX LIABILITY	(\$20.62)
				80026400-54100	SUPPLIES	\$22.33
				80026400-54100	SUPPLIES	\$293.20
	SF-D 18850	PURCHASING CREDIT CARD, MISC.	\$643.35	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.74)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$2.97)
				84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$48.22
				84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$643.35
				90000000-23013	STATE USE TAX LIABILITY	(\$44.51)
	SF-D 19664	POLICE CREDIT CARD, MISC. PURC	\$910.65	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.76)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$3.03)
				90000000-23013	STATE USE TAX LIABILITY	(\$45.48)
				10520210-54100	SUPPLIES	\$49.27
				10520210-54100	SUPPLIES	\$910.65
	SF-D 19756	PURCHASING CREDIT CARD, MISC.	\$182.63	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.78)
				90000000-23253	OUTDOOR DINING	(\$0.18)
				10013400-54100	SUPPLIES	\$0.96
				10013400-54100	SUPPLIES	\$182.63
	5939	HR/RISK MGMT CREDIT CARD, MISC	\$275.00	10016100-54162	HR - ADVERTISING	\$275.00

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
BUSINESS CARD	CM26995464	PURCHASING CREDIT CARD, MISC.	(\$780.00)	20922900-57300	MEMBERSHIPS & SUBSCRIPTIONS	(\$780.00)
	SF-D 19752	PURCHASING CREDIT CARD, MISC.	\$300.00	20922900-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$300.00
	SF-D 19662	POLICE CREDIT CARD, MISC. PURC	\$756.18	10520210-54201	PRISONER EXPENSE	\$756.18
	SF-D 19417	PURCHASING CREDIT CARD, MISC.	\$48.19	10012200-54100	SUPPLIES	\$48.19
	SF-D 19754	PURCHASING CREDIT CARD, MISC.	\$239.00	10013400-54100	SUPPLIES	\$239.00
	SF-D 19416	PURCHASING CREDIT CARD, MISC.	\$416.73	10022810-54100	SUPPLIES	\$416.73
	SF-D 19663	POLICE CREDIT CARD, MISC. PURC	\$55.40	10520210-54100	SUPPLIES	\$55.40
	INV071916	POLICE CREDIT CARD, MISC. PURC	\$107.04	10520210-54100	SUPPLIES	\$107.04
	SF-D 19671	FIRE DEPARTMENT CREDIT CARD, M	\$121.69	10521210-54100	SUPPLIES	\$121.69
	SF-D 19666	FIRE DEPARTMENT CREDIT CARD, M	\$869.86	10521210-54100	SUPPLIES	\$869.86
	SF-D 18848	PURCHASING CREDIT CARD, MISC.	\$36.36	20413500-54100	SUPPLIES	\$36.36
	SF-D 19758	PURCHASING CREDIT CARD, MISC.	\$542.62	20922900-54100	SUPPLIES	\$542.62
	SF-D 15988	PURCHASING CREDIT CARD, MISC.	\$142.55	80026330-54100	SUPPLIES	\$142.55
	SF-D 15975	PURCHASING CREDIT CARD, MISC.	\$1,099.45	80026330-54100	SUPPLIES	\$1,099.45
	SF-D 15973	PURCHASING CREDIT CARD, MISC.	\$2,146.00	80026330-54100	SUPPLIES	\$2,146.00
	SF-D 15986	PURCHASING CREDIT CARD, MISC.	\$147.87	80026400-54100	SUPPLIES	\$147.87
	SF-D 15989	PURCHASING CREDIT CARD, MISC.	\$155.64	80026400-54100	SUPPLIES	\$155.64
	SF-D 15978	PURCHASING CREDIT CARD, MISC.	\$105.97	82024410-54100	SUPPLIES	\$105.97
	SF-D15978	PURCHASING CREDIT CARD, MISC.	\$194.61	82024410-54100	SUPPLIES	\$194.61

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
BUSINESS CARD	SFD15978	PURCHASING CREDIT CARD, MISC.	\$421.19	82024410-54100	SUPPLIES	\$421.19
Vendor Total:						\$12,721.33
CA STATE DISBURSEMENT UNIT	DV 082416	INCOME WITHHOLDING ORDER	\$39.22	10000000-20150	AP CONTRACT RETAINAGE	\$39.22
Vendor Total:						\$39.22
CANTEEN SERVICE	5975:000136	WATER FILTRATION SERVICE POLIC	\$45.00	10520210-54100	SUPPLIES	\$22.50
				20620231-54100	SUPPLIES	\$22.50
Vendor Total:						\$45.00
CHRISTOPHER DEWEY	TA 09/08-09/09/16	TRAVEL ADVANCE	\$262.26	10520210-57100	CONFERENCE & TRAINING	\$262.26
Vendor Total:						\$262.26
CINDY SAUERS	DV81516	REIMBURSE OFFICE SUPPLIES	\$15.76	80026400-54100	SUPPLIES	\$15.76
Vendor Total:						\$15.76
CLARK PEST CONTROL	18744754	PEST CONTROL SVCS	\$95.00	80026400-52100	CONTRACTED SERVICES	\$95.00
Vendor Total:						\$95.00
COMCAST	AUG 16	INTERNET SERVICE	\$147.24	31122870-52100	CONTRACTED SERVICES	\$147.24
Vendor Total:						\$147.24
COMPUTER OPTIONS INC	BILL40753	IT SERVICES	\$17,100.00	20922900-52100	CONTRACTED SERVICES	\$17,100.00
Vendor Total:						\$17,100.00
CRITERION PICTURES USA INC	416284	MOVIES IN THE PLAZA RENTAL	\$320.00	90000000-23235	MOVIES IN THE PLAZA	\$320.00
Vendor Total:						\$320.00
DC CUSTOMS INC	182878	FLOOR LINERS	\$130.39	84024421-56130	EXTERNAL SERVICES	\$130.39
Vendor Total:						\$130.39

List of Checks Presented for Approval on 8/26/2016

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
DEEP VALLEY SECURITY	299677	ALARM SERVICES AS REQUIRED	\$75.00	73022600-56120	EQUIPMENT MAINTENANCE & REPAIR	\$75.00
Vendor Total:						\$75.00
DONALD KNIGHT	19033	ELECTRIC DECALS	\$145.29	80026400-56130	EXTERNAL SERVICES	\$145.29
Vendor Total:						\$145.29
DOUGLAS CRANE	TA 7/26/16	REIMBURSE TRAVEL EXPENSE	\$350.10	80026400-57100	CONFERENCE & TRAINING	\$350.10
Vendor Total:						\$350.10
EMD MILLIPORE CORP	7689308	TREATMENT SUPPLIES	\$472.51	84024425-54100	SUPPLIES	\$472.51
	659195	Warranties	\$3,288.00	84024425-54100	SUPPLIES	\$3,288.00
Vendor Total:						\$3,760.51
EPIC AVIATION LLC	6888419	JET FUEL	\$9,619.51	77725200-58401	AVIATION FUEL	\$9,619.51
	6888072	JET FUEL	\$13,348.93	77725200-58401	AVIATION FUEL	\$13,348.93
	6888417	JET FUEL	\$27,665.54	77725200-58401	AVIATION FUEL	\$27,665.54
Vendor Total:						\$50,633.98
EXPRESSIONS CANDY	DV81616	SUMMER 2016 CONCERTY FOOD VOUCHERS	\$50.00	90000000-23226	CONCERT SERIES	\$50.00
Vendor Total:						\$50.00
FAMILY TREE SERVICE, INC.	08/02/2016	Tree and Shrub Removal Service	\$6,400.00	10022100-52100	CONTRACTED SERVICES	\$6,400.00
Vendor Total:						\$6,400.00
FAMILY-LIFE MAGAZINE	DV81516	FAMILY FUN IN THE SUN RENTAL	\$106.00	90000000-23243	FAMILY FUN IN THE SUN	\$106.00
Vendor Total:						\$106.00
FEDERAL AVIATION ADMINISTRATION	INV082216	GRANT TO COMPLETE RUNWAY 15-33	\$39,450.31	77800000-80230	INFRASTRUCTURE	\$39,450.31
Vendor Total:						\$39,450.31

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
FILETRAIL	2016-0557	HOSTED FILE MANAGMENT SYSTEM	\$475.00	10011100-52100	CONTRACTED SERVICES	\$475.00
					Vendor Total:	\$475.00
GENERAL PACIFIC INC	1262943	ELECTRIC INVENTORY	\$338.65	80000000-12104	INVENTORY - PURCHASES	\$338.65
	1261938	ELECTRIC INVENTORY	\$657.44	80000000-12104	INVENTORY - PURCHASES	\$657.44
					Vendor Total:	\$996.09
GRAPHIC ENTERPRISES INC	56012	BUSINESS CARDS	\$88.55	10016100-54160	HR - CITY LIABILITY & CONTRACT	\$44.28
				10013400-54100	SUPPLIES	\$44.27
	56051	BUSINESS CARDS	\$51.20	10022100-54100	SUPPLIES	\$51.20
					Vendor Total:	\$139.75
HARTFORD RETIREE PREMIUM ACCT	50011-SEPT16	SEPT 2016-RETIREE HEALTH INSURANCE	\$2,069.49	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$2,069.49
					Vendor Total:	\$2,069.49
IBEW, LOCAL 1245	AUG-16	AUGUST 2016-ELECTRIC UNIT UNION DUES	\$1,438.68	20700000-20509	P/R DEDUCT.-UNION DUES	\$1,438.68
					Vendor Total:	\$1,438.68
INTEGRITY SHRED	61193	DOCUMENT SHREDDING SERVICES	\$57.00	10520210-54100	SUPPLIES	\$28.50
				20620231-54100	SUPPLIES	\$28.50
					Vendor Total:	\$57.00
INTERCOUNTY MECHANICAL & ELECTRICAL INC	5240	BUILDING MAINTENANCE & REPAIRS	\$110.00	20822500-56300	BUILDING MAINT. & REPAIR	\$110.00
	5097	BUILDING MAINTANCE & REPAIRS	\$229.96	20822500-56300	BUILDING MAINT. & REPAIR	\$229.96
	5426	AIR CONDITIONING REPARE	\$331.93	20822500-56300	BUILDING MAINT. & REPAIR	\$331.93
	5363	BREAKER REPLACEMENT	\$364.53	20822500-56300	BUILDING MAINT. & REPAIR	\$364.53

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
INTERCOUNTY MECHANICAL & ELECTRICAL INC	5382	MOTOR REPAIR FOR RESTROOMS	\$470.39	20822500-56300	BUILDING MAINT. & REPAIR	\$470.39
	5215	BUILDING MAINTENANCE & REPAIRS	\$532.63	20822500-56300	BUILDING MAINT. & REPAIR	\$532.63
	5309	BUILDING MAINTENANCE & REPAIRS	\$385.00	82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$385.00
	5243	CONTRACTED SERVICES	\$390.47	84024425-54100	SUPPLIES	\$390.47
	Vendor Total:					\$2,814.91
INTOXIMETERS	539875	DRY GAS	\$389.53	10520210-54201	PRISONER EXPENSE	\$389.53
	Vendor Total:					\$389.53
JULIE WEBB	DV81116	REIMBURSE CONCERT SUPPLIES	\$42.55	90000000-23226	CONCERT SERIES	\$19.37
				90000000-23226	CONCERT SERIES	\$23.18
				Vendor Total:		
KAREN ROCKEL	TA 9/6 - 9/9/16	TRAVEL ADVANCE	\$1,066.35	20620232-57100	CONFERENCE & TRAINING	\$1,066.35
					Vendor Total:	
KENWOOD ENERGY	JUNE-16	SOLAR PARKING CANOPY	\$1,850.00	80100000-80230	INFRASTRUCTURE	\$1,850.00
					Vendor Total:	
KEVIN JENNINGS	TA 8/4/16	REIMBURSE TRAVEL EXPENSE	\$150.00	10521210-57100	CONFERENCE & TRAINING	\$150.00
					Vendor Total:	
LILY MENDOZA	DV81716	INSTRUCTOR	\$175.00	10022850-52100	CONTRACTED SERVICES	\$175.00
					Vendor Total:	
MARK & JANN LANZ	SF-D 19705	PAYMENT FOR EASEMENT TO OPEN ESCROW	\$1,000.00	25100000-39010	RESERVED ADA RAMPS FUND BALANC	\$1,000.00
					Vendor Total:	

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
MATHESON TRI-GAS INC	13740731	OXYGEN & MISCELLANEOUS AS NEED	\$24.05	84024421-54100	SUPPLIES	\$24.05
					Vendor Total:	\$24.05
MELISSA ORTEGA	DV81616	REIMBURSE DAY CAMP SUPPLIES	\$34.93	10022840-54100	SUPPLIES	\$34.93
					Vendor Total:	\$34.93
MENDOCINO COUNTY FARM SUPPLY	429195	MISCELLANEOUS PURCHASES AS REQ	\$38.90	90000000-23226	CONCERT SERIES	\$38.90
					Vendor Total:	\$38.90
MOTION INDUSTRIES INC	CA23-499943	BEARING, FITTING & MISCELLANEO	\$584.21	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$584.21
					Vendor Total:	\$584.21
MSA INSTRUMENTS INC	98567374	SENSOR	\$550.63	84024425-54100	SUPPLIES	\$550.63
					Vendor Total:	\$550.63
NATHANIEL HAYES	DV81716	INSTRUCTOR	\$884.78	10022850-52100	CONTRACTED SERVICES	\$884.78
					Vendor Total:	\$884.78
NAYELY GARCIA-FELIX	TA 8/02/16	TRAVEL ADVANCE	\$617.03	20620232-57100	CONFERENCE & TRAINING	\$617.03
					Vendor Total:	\$617.03
NETA	589072	MEMBERSHIP RENEWAL	\$150.00	80026400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$150.00
					Vendor Total:	\$150.00
NORTHERN TOOL & EQUIPMENT	35963213	EQUIPMENT PARTS	\$59.86	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.07)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.26)
				84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$4.30
				84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$59.86

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
NORTHERN TOOL & EQUIPMENT	35963213	EQUIPMENT PARTS	\$59.86	90000000-23013	STATE USE TAX LIABILITY	(\$3.97)
					Vendor Total:	\$59.86
OFFICE DEPOT	852027229001	OFFICE SUPPLIES, MISCELLANEOUS	\$14.16	10011100-52150	LEGAL SERVICES/EXPENSES	\$14.16
	852044596001	OFFICE SUPPLIES, MISCELLANEOUS	\$62.45	10011100-52150	LEGAL SERVICES/EXPENSES	\$62.45
	852027231001	OFFICE SUPPLIES, MISCELLANEOUS	\$14.99	10010000-54100	SUPPLIES	\$14.99
	852736086001	OFFICE SUPPLIES, MISCELLANEOUS	\$73.07	10011100-54100	SUPPLIES	\$73.07
	852026804001	OFFICE SUPPLIES, MISCELLANEOUS	\$118.22	10011100-54100	SUPPLIES	\$118.22
	849550778001	OFFICE SUPPLIES, MISCELLANEOUS	(\$43.23)	10012200-54100	SUPPLIES	(\$43.23)
	852322233001	OFFICE SUPPLIES, MISCELLANEOUS	(\$22.70)	10012200-54100	SUPPLIES	(\$22.70)
	851784776001	OFFICE SUPPLIES, MISCELLANEOUS	\$5.05	10012200-54100	SUPPLIES	\$5.05
	849673916001	OFFICE SUPPLIES, MISCELLANEOUS	\$12.52	10012200-54100	SUPPLIES	\$12.52
	849073262001	OFFICE SUPPLIES, MISCELLANEOUS	\$14.68	10012200-54100	SUPPLIES	\$14.68
	851783297001	OFFICE SUPPLIES, MISCELLANEOUS	\$22.70	10012200-54100	SUPPLIES	\$22.70
	849073979001	OFFICE SUPPLIES, MISCELLANEOUS	\$36.71	10012200-54100	SUPPLIES	\$36.71
	849072248001	OFFICE SUPPLIES, MISCELLANEOUS	\$43.23	10012200-54100	SUPPLIES	\$43.23
	849415448001	OFFICE SUPPLIES, MISCELLANEOUS	\$50.70	10012200-54100	SUPPLIES	\$50.70
	849271858001	OFFICE SUPPLIES, MISCELLANEOUS	\$56.63	10012200-54100	SUPPLIES	\$56.63
	849677473001	OFFICE SUPPLIES, MISCELLANEOUS	\$74.53	10012200-54100	SUPPLIES	\$74.53

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
OFFICE DEPOT	852161685001	OFFICE SUPPLIES, MISCELLANEOUS	\$319.27	10013400-54100	SUPPLIES	\$319.27
	852537505001	OFFICE SUPPLIES, MISCELLANEOUS	\$440.30	10013400-54100	SUPPLIES	\$440.30
	850536568001	OFFICE SUPPLIES, MISCELLANEOUS	\$8.11	10023100-54100	SUPPLIES	\$8.11
	850536308001	OFFICE SUPPLIES, MISCELLANEOUS	\$42.69	10023100-54100	SUPPLIES	\$42.69
	850918108001	OFFICE SUPPLIES, MISCELLANEOUS	\$31.78	10024210-54100	SUPPLIES	\$31.78
	852671566001	OFFICE SUPPLIES, MISCELLANEOUS	\$148.30	10024210-54100	SUPPLIES	\$148.30
	850808866001	OFFICE SUPPLIES, MISCELLANEOUS	\$129.09	10520210-54100	SUPPLIES	\$129.09
	848813738001	OFFICE SUPPLIES, MISCELLANEOUS	\$267.40	10520210-54100	SUPPLIES	\$267.40
	849844607001	OFFICE SUPPLIES, MISCELLANEOUS	\$271.39	10520210-54100	SUPPLIES	\$271.39
	850922878001	OFFICE SUPPLIES, MISCELLANEOUS	\$271.39	10520210-54100	SUPPLIES	\$271.39
	849283784001	OFFICE SUPPLIES, MISCELLANEOUS	\$515.93	10520210-54100	SUPPLIES	\$515.93
	849303871001	OFFICE SUPPLIES, MISCELLANEOUS	\$36.61	80026200-54100	SUPPLIES	\$36.61
	853848790001	OFFICE SUPPLIES, MISCELLANEOUS	\$62.15	80026400-54100	SUPPLIES	\$62.15
	849295013001	OFFICE SUPPLIES, MISCELLANEOUS	\$72.67	80026400-54100	SUPPLIES	\$72.67
	849208487001	OFFICE SUPPLIES, MISCELLANEOUS	\$558.84	84024425-54100	SUPPLIES	\$558.84
Vendor Total:						\$3,709.63
ONE TIME PAY VENDOR	16-50011	UTILITIES REFUND	\$45.39	90100000-10421	UTILITY RECEIVABLES CLEARING	\$45.39
	112138-3	UTILITIES REFUND	\$54.13	90100000-10421	UTILITY RECEIVABLES CLEARING	\$54.13

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ONE TIME PAY VENDOR	41-22500	UTILITIES REFUND	\$225.40	90100000-10421	UTILITY RECEIVABLES CLEARING	\$225.40
Vendor Total:						\$324.92
ONESOURCE DISTRIBUTORS LLC	S5210209.001	ELECTRICAL EQUIPMENT AND SUPPL	\$1,649.37	80000000-12104	INVENTORY - PURCHASES	\$1,649.37
Vendor Total:						\$1,649.37
OPERATING ENGINEERS UNION	1608-01	AUGUST 2016 PW UNION DUES	\$1,026.00	20700000-20509	P/R DEDUCT.-UNION DUES	\$1,026.00
	1608-1	AUGUST 2016 MISC UNION DUES	\$1,272.00	20700000-20509	P/R DEDUCT.-UNION DUES	\$1,272.00
Vendor Total:						\$2,298.00
OPPERMAN & SON INC	1262080048	MISCELLANEOUS PARTS AS NEEDED	\$10.84	10024220-56130	EXTERNAL SERVICES	\$10.84
	1262020041	MISCELLANEOUS PARTS AS NEEDED	\$41.04	10024220-56130	EXTERNAL SERVICES	\$41.04
	1262100062	MISCELLANEOUS PARTS AS NEEDED	\$128.28	10024220-56130	EXTERNAL SERVICES	\$8.91
				10024220-56130	EXTERNAL SERVICES	\$93.99
				10520210-56130	EXTERNAL SERVICES	\$20.11
				82024414-56130	EXTERNAL SERVICES	\$5.27
	1262030047	MISCELLANEOUS PARTS AS NEEDED	\$145.04	10024220-56130	EXTERNAL SERVICES	\$145.04
	1261930017	MISCELLANEOUS PARTS AS NEEDED	\$106.72	10520210-56130	EXTERNAL SERVICES	\$106.72
	1262080018	MISCELLANEOUS PARTS AS NEEDED	\$10.32	10521210-56130	EXTERNAL SERVICES	\$10.32
	1262030042	MISCELLANEOUS PARTS AS NEEDED	\$340.35	10521210-56130	EXTERNAL SERVICES	\$340.35
	1261880060	MISCELLANEOUS PARTS AS NEEDED	\$19.09	20822500-56130	EXTERNAL SERVICES	\$19.09
	1261870044	MISCELLANEOUS PARTS AS NEEDED	\$5.07	80026400-56130	EXTERNAL SERVICES	\$5.07

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
OPPERMAN & SON INC	1262010065	MISCELLANEOUS PARTS AS NEEDED	\$5.24	80026400-56130	EXTERNAL SERVICES	\$5.24
	1262020025	MISCELLANEOUS PARTS AS NEEDED	\$18.27	80026400-56130	EXTERNAL SERVICES	\$18.27
	1261940039	MISCELLANEOUS PARTS AS NEEDED	\$24.20	84024421-56130	EXTERNAL SERVICES	\$24.20
Vendor Total:						\$854.46
PACE SUPPLY CORPORATION	023390044-1	PLUMBING EQUIPMENT, FIXTURES,	\$132.99	82000000-12104	INVENTORY - PURCHASES	\$132.99
	023390044-2	PLUMBING EQUIPMENT, FIXTURES,	\$199.99	82000000-12104	INVENTORY - PURCHASES	\$199.99
	023390044-3	PLUMBING EQUIPMENT, FIXTURES,	\$1,198.24	82000000-12104	INVENTORY - PURCHASES	\$1,198.24
	023390044	PLUMBING EQUIPMENT, FIXTURES,	\$2,173.57	82000000-12104	INVENTORY - PURCHASES	\$2,173.57
Vendor Total:						\$3,704.79
POWER INDUSTRIES INC	714515	VALVE AND CONNETOR	\$32.38	20324100-58510	REIMBRABLE JOBS	\$32.38
Vendor Total:						\$32.38
PRE-PAID LEGAL SERVICES INC	38295 - AUG 2016	AUGUST 2016 - PER-PAID LEGAL SERVICE	\$51.80	20700000-20526	PREPAID LEGAL - AFLAC	\$51.80
Vendor Total:						\$51.80
REDWOOD BUSINESS PARK OF UKIAH	1251	AIRPORT PARK BLVD MEDIAN MAINTENACNE	\$2,692.83	96995669-52100	CONTRACTED SERVICES	\$2,692.83
Vendor Total:						\$2,692.83
REDWOOD COAST FUELS	0059974	CARDLOCK FUEL PURCHASES	\$397.87	77725200-56210	FUEL & FLUIDS	\$397.87
	0059981	CARDLOCK FUEL PURCHASES	\$641.35	77725200-56210	FUEL & FLUIDS	\$641.35
Vendor Total:						\$1,039.22
REDWOOD EMPIRE AIKIKAI	DV81816	INSTRUCTOR	\$288.00	10022850-52100	CONTRACTED SERVICES	\$288.00
Vendor Total:						\$288.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	AUG 16	AUGUST 2016 REMIF INSURANCE PREMIUMS	\$214,014.40	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$455.00
				20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$2,296.00
				20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$7,568.00
				20700000-20520	P/R DEDUCT.- MEDICAL INS	\$187,320.00
				20700000-20510	REMIF DENTAL	\$13,700.00
				20700000-20511	REMIF VISION	\$2,675.40
	AUG-16	SEPTEMBER 2016 REMIF EAP INSURANCE	\$476.00	20112400-52525	WORKER'S COMP. EXPENSE	\$476.00
	Vendor Total:					\$214,490.40
REDWOOD TREE SERVICE STATIONS INC	JULY-16	CAR WASHES & INTERIOR CLEANING	\$498.00	10022100-56130	EXTERNAL SERVICES	\$10.00
				10024210-56130	EXTERNAL SERVICES	\$24.00
				10520210-56130	EXTERNAL SERVICES	\$416.00
				20324100-56130	EXTERNAL SERVICES	\$24.00
				80026400-56130	EXTERNAL SERVICES	\$24.00
Vendor Total:					\$498.00	
REOA LTD	1102	OFFICIATING OF ADULT SOFTBALL	\$5,118.00	10022822-52100	CONTRACTED SERVICES	\$5,118.00
Vendor Total:					\$5,118.00	
RICHARD ANDERSON	2016-0812-1	AGREEMENT FOR PROF.SVC'S FOR W	\$1,600.00	20922900-52100	CONTRACTED SERVICES	\$1,600.00
Vendor Total:					\$1,600.00	
RICHARD SEANOR	TA 8/11/16	REIMBURSE TRAVEL EXPENSE	\$88.04	10024210-57100	CONFERENCE & TRAINING	\$88.04
Vendor Total:					\$88.04	

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
RICHARD THORNTON DBA TELECOM	8316	TELECOMMUNICATION EQUIPMENT, A	\$9,107.29	22022900-54100	SUPPLIES	\$9,107.29
					Vendor Total:	\$9,107.29
RINO PACIFIC	CL15372	FUEL AS NEEDED	\$57.22	82024414-56210	FUEL & FLUIDS	\$30.90
				84024421-56210	FUEL & FLUIDS	\$26.32
	CL 15244	FUEL AS NEEDED	\$452.91	82024414-56210	FUEL & FLUIDS	\$244.58
				84024421-56210	FUEL & FLUIDS	\$208.33
					Vendor Total:	\$510.13
SHAMROCK SCIENTIFIC SPECIALTY SYSTEMS INC	293300	EVIDENCE RED/WHITE TAPE	\$132.68	10520210-54201	PRISONER EXPENSE	\$132.68
					Vendor Total:	\$132.68
SHERWIN-WILLIAMS	9934-6	PAINT SUPPLIES	\$133.31	82024411-56300	BUILDING MAINT. & REPAIR	\$133.31
					Vendor Total:	\$133.31
SOLID WASTES SYSTEMS INC	JUL-16	RESIDENTIAL GARBAGE FEES	\$24,721.28	90200000-52170	UKIAH WASTE SOLUTIONS	\$24,721.28
					Vendor Total:	\$24,721.28
SRS CRISAFULLI	61997	FLEXIBLE HOSE FOR DREDGE	\$841.47	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$841.47
					Vendor Total:	\$841.47
STAPLES CREDIT PLAN	3310124711	OFFICE SUPPLIES, MISC AS NEEDE	\$9.70	10012200-54100	SUPPLIES	\$9.70
	3310124714	OFFICE SUPPLIES, MISC AS NEEDE	\$12.96	10012200-54100	SUPPLIES	\$12.96
	3310124713	OFFICE SUPPLIES, MISC AS NEEDE	\$27.07	10012200-54100	SUPPLIES	\$27.07
	3310124712	OFFICE SUPPLIES, MISC AS NEEDE	\$40.74	10012200-54100	SUPPLIES	\$40.74
	3310124715	OFFICE SUPPLIES, MISC AS NEEDE	\$56.06	10012200-54100	SUPPLIES	\$56.06

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
STAPLES CREDIT PLAN	3310124710	OFFICE SUPPLIES, MISC AS NEEDE	\$89.07	10012200-54100	SUPPLIES	\$89.07
	3310124716	OFFICE SUPPLIES, MISC AS NEEDE	\$27.63	10013400-54100	SUPPLIES	\$27.63
	3310124717	OFFICE SUPPLIES, MISC AS NEEDE	\$39.87	10013400-54100	SUPPLIES	\$22.15
				20413500-54100	SUPPLIES	\$5.11
				20413500-54100	SUPPLIES	\$12.61
	3310124708	OFFICE SUPPLIES, MISC AS NEEDE	\$118.81	10013400-54100	SUPPLIES	\$118.81
	3310124709	OFFICE SUPPLIES, MISC AS NEEDE	\$542.42	73022600-54100	SUPPLIES	\$542.42
	Vendor Total:					\$964.33
	STATE OF CALIFORNIA	DV 080316	REIMBURSABLE SERVICES CONTROL	\$847.04	80026110-80230	INFRASTRUCTURE
Vendor Total: \$847.04						
STEVOS TOWING & STORAGE INC	7195	TOWING SERVICE	\$85.00	10520210-56130	EXTERNAL SERVICES	\$85.00
						Vendor Total: \$85.00
TAMI BARTOLOMEI	DV81616	REIMBURSE CONCERT SUPPLIES	\$177.02	90000000-23226	CONCERT SERIES	\$177.02
						Vendor Total: \$177.02
TELSTAR INSTRUMENTS INC	86839	Monitoring Services, Power Gen	\$1,299.00	82024411-52100	CONTRACTED SERVICES	\$1,299.00
						Vendor Total: \$1,299.00
TIM SANTO	DV81816	REIMBURSE SUPPLIES	\$118.14	80026400-54100	SUPPLIES	\$118.14
	DV81616	REIMBURSE EUD LOGO	\$200.00	80026400-54100	SUPPLIES	\$200.00
						Vendor Total: \$318.14
TURF STAR INC	6945754-00	MISCELLANEOUS PARTS AS NEEDED	\$224.25	10022100-56130	EXTERNAL SERVICES	\$224.25
						Vendor Total: \$224.25

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
UKIAH OXYGEN	429486	EQUIPMENT MAINTENANCE	\$113.50	20822500-56210	FUEL & FLUIDS	\$113.50
					Vendor Total:	\$113.50
UKIAH TROPHIES & GIFTS	440081	BENCH PLAQUE	\$145.97	90000000-23212	ADOPT-A-TREE PROGRAM	\$145.97
	440080	COMMEMERATIVE PLATE - SUNDAYS IN THE PARK	\$20.49	90000000-23226	CONCERT SERIES	\$20.49
	440062	SPONSOR PLAQUES	\$901.76	90000000-23226	CONCERT SERIES	\$901.76
					Vendor Total:	\$1,068.22
UKIAH VALLEY MEDICAL CENTER	242	PRE-EMPLOYMENT AND EMPLOYEE EXAMS	\$926.65	84024421-59101	FEES	\$135.00
				10016100-54161	HR - BACKGROUND & PHYSICALS	\$175.24
				10022100-54100	SUPPLIES	\$135.00
				10521210-54100	SUPPLIES	\$481.41
					Vendor Total:	\$926.65
UNITED SITE SERVICES	114-4278496	PORTABLE TOILET RENTAL	\$423.70	90000000-23226	CONCERT SERIES	\$423.70
	114-4306105	PORTABLE TOILET RENTAL	\$423.70	90000000-23226	CONCERT SERIES	\$423.70
	114-4278522	PORTABLE TOILET RENTAL	\$248.04	90000000-23243	FAMILY FUN IN THE SUN	\$248.04
	114-4310397	PORTABLE TOILET RENTAL	\$248.04	90000000-23243	FAMILY FUN IN THE SUN	\$248.04
					Vendor Total:	\$1,343.48
UPS	0000E19R5433 6	SHIPPING CHARGES	\$86.82	84024421-56130	EXTERNAL SERVICES	\$86.82
					Vendor Total:	\$86.82
US POST OFFICE	DV81916	POSTAGE PERMIT - FALL REC GUIDE	\$177.71	10022850-54100	SUPPLIES	\$177.71
					Vendor Total:	\$177.71

List of Checks Presented for Approval on 8/26/2016

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
UTILITY TREE SERVICE INC	72W72016	ROADSIDE, GROUNDS, RECREATIONA	\$2,506.56	10017100-52100	CONTRACTED SERVICES	\$2,506.56
	74195116	ROADSIDE, GROUNDS, RECREATIONA	\$920.00	10022100-52100	CONTRACTED SERVICES	\$920.00
Vendor Total:						\$3,426.56
WAGEWORKS INC	125AI0480184	SEC 125 ADMIN'S FEES	\$93.20	10016100-52151	AFLAC & PERS INSUR ADMIN FEES	\$93.20
Vendor Total:						\$93.20
WESTERN WATER CONSTRUCTORS INC	1.0	SPEC 16-02 SITE DEVELOPMENT WE	\$11,250.00	82224413-80230	INFRASTRUCTURE	\$11,250.00
	1.1	SPEC 16-02 SITE DEVELOPMENT WE	\$11,250.00	82224413-80230	INFRASTRUCTURE	\$11,250.00
Vendor Total:						\$22,500.00
WHISPERING PINES WATER	20160731	DAY CAMP SUPPLIES	\$365.00	10022840-54100	SUPPLIES	\$365.00
Vendor Total:						\$365.00
WITTMAN ENTERPRISES LLC	JULY 2016	AMBULANCE BILLING SERVICES	\$3.15	10521210-52110	AMBULANCE BILLING	\$3.15
Vendor Total:						\$3.15
WOODLAND COMMUNITY COLLEGE	DV81916	REGISTRATION	\$148.00	82024414-57100	CONFERENCE & TRAINING	\$148.00
	DV81916.1	REGISTRATION	\$148.00	82024414-57100	CONFERENCE & TRAINING	\$148.00
Vendor Total:						\$296.00
WYATT IRRIGATION CO	221646 00	PARTS & MISC SUPPLIES AS NEEDED	\$118.34	10022100-54100	SUPPLIES	\$118.34
Vendor Total:						\$118.34
ZAB ENTERPRISES INC	STMT073116	PROVIDE MISCELLANEOUS FOOD DISH	\$78.40	82024410-57100	CONFERENCE & TRAINING	\$78.40
Vendor Total:						\$78.40
INVOICE TOTAL:						\$470,677.91



ITEM NO.: 7b

MEETING DATE: September 21, 2016

AGENDA SUMMARY REPORT

SUBJECT: NOTIFICATION TO CITY COUNCIL OF THE PURCHASE OF NPDES TOXICITY TESTING SERVICES FOR THE WASTEWATER TREATMENT PLANT FROM PACIFIC ECORISK FOR A TOTAL NOT TO EXCEED \$18,020.00

Summary: NPDES Waste Discharge Requirements specify that Wastewater Treatment Plant (WWTP) effluent discharged to the Russian River be tested for aquatic organism toxicity on a monthly and annual basis. This determines the potential effects of the discharge on certain indicator species as defined in our Discharge Permit.

Background: Increasingly stringent limitations on the potential effects of WWTP discharge dictate that these specialized analyses prove that there is minimal, if any, effect on the survival and reproduction of representative organisms.

Discussion: Pacific EcoRisk is the only laboratory in this area providing this service. They have an established familiarity with the WWTP and have provided invaluable assistance in interpreting test results and preparing reports to regulatory authorities. A purchase order was issued to Pacific EcoRisk in the amount of \$18,020.00, and expensed to the Waste Water Treatment Plant contractual services account 84024425.52100.

FISCAL IMPACT:				
Budgeted Amount in 16-17 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
\$18020.00	WWTP Contract Services	84024425-52100	Yes ☐ No ☒	PO# 44419

RECOMMENDED ACTION(S): Receive report regarding the purchase of NPDES Toxicity Testing Services from Pacific EcoRisk for a total not to exceed amount of \$18,020.00.

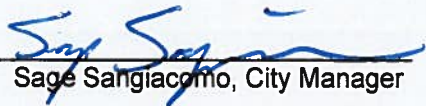
ALTERNATIVES: N/A

Citizens advised: N/A
Requested by: N/A
Contact/Prepared by: Andrew T. Luke, WWTP Supervisor
Coordinated with: Mary Horger, Purchasing Supervisor
Presenter: Andrew T. Luke, WWTP Supervisor
Attachment: N/A

COUNCIL ACTION DATE: _____: ☐ Approved ☐ Continued to _____ ☐ Other _____

RECORDS APPROVED: ☐ Agreement: _____ ☐ Resolution: _____ ☐ Ordinance: _____

Note: Please write Agreement No. in upper right corner of agreement when drafted.

Approved: 
Sage Sangiacomo, City Manager



ITEM NO.: 7c

MEETING DATE: September 21, 2016

AGENDA SUMMARY REPORT

SUBJECT: ADOPTION OF RESOLUTION DESIGNATING DARCY VAUGHN AS ASSISTANT CITY ATTORNEY

Summary: The Council will consider approving a resolution designating Darcy Vaughn as Assistant City Attorney.

Background: Darcy Vaughn is the attorney in the Law Offices of Rapport and Marston who has been assisting David Rapport in providing legal services to the City. However, she has not had an official designation from the City Council. Designating her as Assistant City Attorney will aid in her ability to provide those services and in obtaining training and technical support from the League of California Cities and other organizations.

Discussion: Darcy Vaughn has been assisting David Rapport in providing legal services to the City as its City Attorney. She has been working closely with the Ukiah Police Department on various legal matters, including responding to (1) motions in court seeking access to police officer personnel files, (2) subpoenas and public records requests, (3) nuisance abatement, and (4) regulatory matters, including the proposed ordinance establishing permits for marijuana dispensaries. She has also been providing legal advice to the planning department, the City Clerk and City Council on election matters, the City's mobilehome park rent control ordinance, and numerous other matters. She also provides litigation support to Mr. Rapport and responds to requests for service when he is unavailable.

Without a formal designation from the City Council she cannot file pleadings in court using her name as an attorney representing the City. She cannot participate in the City Attorney List Serve through which designated city attorneys, deputy and assistant city attorneys ask each other questions and share information on municipal law. She cannot attend training events provided by the League of California Cities.

She is rapidly gaining experience and training in municipal law and this designation will enhance that process. Darcy went to Ukiah High School. She graduated with a BA from the University of Chicago and a JD from Hastings College of the Law. She recently purchased a home in the City and is making Ukiah her long-term home.

Continued on Page 2

RECOMMENDED ACTION(S): Adopt resolution designating Darcy Vaughn as Assistant City Attorney

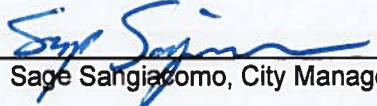
ALTERNATIVES: Decline to adopt the resolution or provide further direction to staff

Citizens advised: N/A
Requested by: David J. Rapport, City Attorney
Prepared by: David J. Rapport, City Attorney
Coordinated with: Sage Sangiacomo, City Manager
Presenters: David J. Rapport, City Attorney
Attachments: Attachment 1 – Resolution

COUNCIL ACTION DATE: _____: ☐ Approved ☐ Continued to _____ ☐ Other _____

RECORDS APPROVED: ☐ Agreement: _____ ☐ Resolution: _____ ☐ Ordinance: _____

Note: Please write Agreement No. in upper right corner of agreement when drafted.

Approved: 
Sage Sangiacomo, City Manager

She is and will continue to provide legal services under the contract with Mr. Rapport. The current budget for City Attorney is sufficient to cover the cost of her services. The City is currently billed \$160/hour for Ms. Vaughn's legal services.

As with the services of Mr. Rapport, Darcy will serve at the will and pleasure of the City Council which can terminate his or her services at any time.

FISCAL IMPACT:				
Budgeted Amount in 16-17 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
\$165,000	City Attorney Budget	1001400.52100 and .52150	Yes ☐ No ☒	N/A

RESOLUTION 2016-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH DESIGNATING DARCY VAUGHN AS ASSISTANT CITY ATTORNEY

WHEREAS:

1. Darcy Vaughn is an attorney admitted to practice law in California who works with David J. Rapport in the Law Offices of Rapport and Marston; and
2. The City of Ukiah ("City") has contracted with David J. Rapport to provide legal services to the City as its City Attorney; and
3. Ms. Vaughn has been gaining experience and expertise in municipal law and is willing and capable of assisting Mr. Rapport in providing legal services to the City; and
4. The City benefits from having a second attorney available to assist Mr. Rapport and to provide legal services to the City when Mr. Rapport is unavailable; and
5. Ms. Vaughn will provide legal services to the City under the supervision of Mr. Rapport;

NOW, THEREFORE, BE IT RESOLVED:

1. Darcy Vaughn is hereby designated as Assistant City Attorney and is authorized to provide legal services to the City under the supervision of David J. Rapport.
2. Mr. Rapport may bill the City for the services provided by Ms. Vaughn under his contract with the City and at rates that do not exceed the rates approved by the City Council.

PASSED AND ADOPTED on September 21, 2016, by the following Roll Call Vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Stephen G. Scalmanini, Mayor

ATTEST:

Kristine Lawler, City Clerk



ITEM NO.: 7d

MEETING DATE: September 21, 2016

AGENDA SUMMARY REPORT

SUBJECT: AWARD OF CONTRACT FOR ENVIRONMENTAL IMPACT REPORT SERVICES FOR THE COSTCO WHOLESALE WAREHOUSE PROJECT TO DUDEK AND ASSOCIATES IN THE AMOUNT OF \$39,205.

Summary: Staff is recommending the award of a contract to Dudek and Associates to complete the Environmental Impact Report (EIR) work required for the Costco Wholesale Warehouse Project. This analysis is required based on the Court of Appeals decision mandating an energy analysis section be added to the EIR which must then be recirculated for a 45-day public review and comment period with comments limited to the energy analysis. The Costco project is billed on a cost recovery basis requiring the applicant to pay all consultant and City administrative expenses incurred while processing the application.

Background: Brian Grattidge, formerly with ESA, has served as the primary CEQA consultant for the project to this point; he is now employed with Dudek and Associates. Given his history and knowledge of the project, staff believes Dudek and Associates and Mr. Grattidge are best suited to complete the necessary steps required to comply with the court mandated additional environmental review. The attached scope of services will become an attachment to the City's standard professional services contract.

Discussion: The attached scope of work describes in detail the tasks required to complete this contract, as summarized below:

1. Preparation of a revised Administrative Draft EIR.
2. Address comments received on revised draft.
3. Prepare Recirculated Final EIR.
4. Attendance at two public hearings.

FISCAL IMPACT:				
Current Cost in 16-17 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
N/A	Applicant	N/A	Yes No ☒	N/A

RECOMMENDED ACTION(S): Award of contract for environmental impact report services for the Costco Wholesale Warehouse Project to Dudek and Associates in the amount of \$39,205.

ALTERNATIVES: Provide alternate direction to Staff.

Citizens advised: N/A
Requested by: Sage Sangiacomo, City Manager
Prepared by: Kevin Thompson, Interim Director of Planning
Coordinated with: Mary Horger, Purchasing Supervisor
Presenters: Kevin Thompson, Interim Director of Planning
Attachment: 1. Scope of Work

COUNCIL ACTION DATE: _____: ☐ Approved ☐ Continued to _____ ☐ Other _____

RECORDS APPROVED: ☐ Agreement: _____ ☐ Resolution: _____ ☐ Ordinance: _____

Note: Please write Agreement No. in upper right corner of agreement when drafted.

Approved: 
Sage Sangiacomo, City Manager

September 13, 2016

7973

Kevin Thompson
Interim Planning and Community Development Director City of Ukiah
300 Seminary Ave.
Ukiah Ca. 95482-5400

Subject: Ukiah Costco Recirculated EIR Energy Analysis

Dear Mr. Thompson:

We are pleased to submit this scope of work to recirculate the Environmental Impact Report (EIR) Energy Analysis for the City of Ukiah Costco Wholesale Project. The previously certified Costco Wholesale Project EIR (SCH#2011112025) was set aside by the California Court of Appeals. Recirculation of this analysis, pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15088.5, is necessary prior to recertification of the Final EIR.

TASKS

Administrative Draft

Dudek will prepare an administrative draft of a new Energy Section for the previously prepared EIR. The administrative draft will address the required contents of Appendix F of the CEQA Guidelines. The administrative draft will rely upon the EIR Addendum prepared November 2014, and additional information regarding energy supply, demand, and conservation measures provided by the Applicant and the City of Ukiah Utilities Division. The administrative draft will be submitted to the City of Ukiah (in electronic form) for review.

Public (Recirculation) Draft

Following comment by the City staff and legal counsel, Dudek will address those comments in a revised draft. The revised draft will be submitted for approval. Once approved, Dudek will prepare the draft for public recirculation by the City. Dudek will assist the City with the preparation of the Notice of Availability. Dudek will prepare the Notice of Completion and deliver the appropriate copies to the State Clearinghouse for state review.

Deliverables

- Revised draft (electronic copy)

Mr. Thompson
Subject: Ukiah Costco

- Screen check draft (electronic format)
- Public Draft – electronic copy; 15 print or CD copies (for delivery to the State Clearinghouse)
- Notice of Completion

Response to Comments

Following the public recirculation of the draft Energy Section for a minimum of 45 days, Dudek will prepare responses to comments received on the draft Energy Section. We assume a total of 40 hours to address comments received, and that no new analysis is required to respond to comments. The draft responses to comments will be submitted to the City for review.

Final EIR and Findings

Following review of the responses by the City and legal counsel, Dudek will prepare the Recirculated Final EIR. This document will include a list of commenters; environmental comments received (either verbatim or summarized); responses to comments; and any revisions to the draft Energy Section consistent with the responses. Dudek will also work with City staff to prepare the necessary Findings required under CEQA.

Management and Hearings

This task includes regular communication with the City and its project team. This task also includes attendance of the Dudek project manager at two public hearings (presumably one Planning Commission and one City Council hearing). The Dudek project manager will prepare a presentation regarding the recirculated section.

COST

The estimated cost for this scope of work is \$39,205.00. Table A provides a detailed breakdown of labor and other direct costs. I would be happy to answer any questions regarding this proposed scope of work. Please contact me at 916.438-5312 or bgrattidge@dudek.com.

Sincerely,



Brian Grattidge
Project Manager

Table A. Cost Estimate

Proposal #:
Project: Ukiah Costco
Client: City of Ukiah
Date Prepared: 9/1/2016

Employee	Brian J Grattidge	Sara Orofino	Kaitlin E Roberts	Matthew J Morales		Labor Hours	Labor @ Billing Rates	DIRECT COSTS	Total
Employee Type	Enviro Specialist Planner V	Planning Assistant I	Enviro Specialist Planner III	Enviro Specialist / Planner IV	Publications Assistant II				
% Used on job	44%	9%	26%	6%	15%				
Phase	175.00	75.00	155.00	165.00	95.00				
Admin Draft REIR	24			20		44	6,100		6,100.00
Energy			40	16		56	8,840		8,840.00
2. Draft REIR	8		16	10		34	4,830		4,830.00
3. Final EIR	40	24		8		72	9,560		9,560.00
4. Findings	4		12			16	2,560		2,560.00
5. Meetings, Management	40					40	7,000	315	7,315.00
Total Hours	116	24	68	16	38	262	38,890		38,890.00
Total Billing	20,300	1,800	10,540	2,640	3,610		38,890	315	\$ 39,205.00



ITEM NO.: 7e

MEETING DATE: September 21, 2016

AGENDA SUMMARY REPORT**SUBJECT: NOTIFICATION OF CONTRACT AWARD TO CHEM-DRY OF MENDOCINO COUNTY FOR CARPET CLEANING SERVICES FOR A THREE YEAR TERM AT VARIOUS CITY LOCATIONS**

Summary: Staff is submitting a report to Council regarding a contract entered into with Chem-Dry of Mendocino County for carpet cleaning services.

Background: Throughout the year, there are regularly scheduled carpet cleanings at various facilities, as well as emergency carpet cleanings in the event of any significant spills and stains. These services are scheduled and coordinated generally through the Community Services Department. Where the source of a spill or stain is from a private group that has rented one of the facilities, the charges for the cleaning are billed to the renter. Expenditures are billed against the appropriate fund, and as budgeted for and approved by Council each fiscal year.

Discussion: A request for bid was released, with nine companies being contacted. One bid was received from Chem-Dry of Mendocino County. Chem-Dry was the past contractor providing cleaning services, and staff has been pleased with their work. When evaluating the pricing, it was noted that they had increased by approximately 3%, which was found to be reasonable, considering that the prior contract was awarded in 2012.

The initial contract is for a three-year term, with an option to extend for one additional year. Use of the contract is dependent on need, as it is a unit cost contract; thus a not-to-exceed amount has not been established. The last contract closed with a total four year cost of \$17,645.00.

It is staff's recommendation that Council receive the report of the contract with Chem-Dry of Mendocino County. Overall cost to be monitored in accordance with the budgetary authority approved by Council in the corresponding fiscal year budget.

FISCAL IMPACT:				
Budgeted Amount in 16-17 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
\$30,000	Building Maintenance-M&R	20822500.56300	Yes ☐ No ☒	COU No. 1516-228
\$2,000	ARC – Maint. & Repair	31122870.56300		
\$3,000	Museum – Maint. & Repair	69122700.56300		
\$12,000	Conference Ctr – M&R	73022600.56300		

RECOMMENDED ACTION(S): Receive report of contract with Chem-Dry of Mendocino County for carpet cleaning services.

ALTERNATIVES: N/A

Citizens advised: N/A
Requested by: N/A
Prepared by: Mary Horger, Purchasing Supervisor
Coordinated with: Tami Bartolomei, Community Services Administrator
Presenter: Mary Horger, Purchasing Supervisor
Attachment: Contract

COUNCIL ACTION DATE: _____: ☐ Approved ☐ Continued to _____ ☐ Other _____

RECORDS APPROVED: ☐ Agreement: _____ ☐ Resolution: _____ ☐ Ordinance: _____

Note: Please write Agreement No. in upper right corner of agreement when drafted.

Approved: 
Sage San Giacomo, City Manager

CONTRACT

Contract number must appear on all
invoices

ATTACHMENT 1



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. 1516228

PAGE 1 OF 1

DATE: 6/30/2016

VENDOR:

CHEM-DRY OF MENDOCINO COUNTY
371 Lakeport Blvd #350
Lakeport, CA 95453

SHIP TO:

CITY OF UKIAH
411 West Clay Street
Ukiah, CA 95482

PATYMENT TERMS: N30

FOB: Ukiah

ACCOUNT	ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
Multiples	1	OPEN	CARPET CLEANING SERVICES TERM: JUNE 30, 2016 THROUGH JUNE 30, 2019 AS PER BID OPENING: 6/21/16 VENDOR TO MAINTAIN INSURANCE DOCUMENTS PER THE CITY'S REQUIREMENTS FOR THE FULL TERM OF THE AGREEMENT.		
				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 dated 6/18/2016

APPROVED BY:

MARY HORGER, PURCHASING SUPERVISOR

DATE

ACCEPTED BY:

CARL KNIPPING, OWNER

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.

City of Ukiah
Request for Bid
June 2016
CARPET CLEANING SERVICES

The City of Ukiah invites bids for carpet cleaning services for the Civic Center buildings, Ukiah Valley Conference Center, Alex Rorabaugh Center, and the Grace Hudson Museum meeting room, as well as square foot pricing for additional jobs during the course of the year. Bids will be received until 1:30 P.M. on June 21, 2016. The bids shall be sent to the office of the Purchasing Supervisor, Attn: Mary Horger, 411 West Clay Street, Ukiah, CA 95482. Faxed and emailed bids will also be accepted, and can be sent to fax number (707) 313-3621, or email address of mhorger@cityofukiah.com. Bids received after this date and time will not be accepted or considered.

Those companies 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 reject any or all bids.

The intent of this request for bid is to establish a three year contract. The contract will be awarded to the lowest, responsible bid.

For questions regarding this bid request, please call Mary Horger at (707) 463-6233.

GENERAL PROVISIONS

BIDS: Bidders are required to submit a bid on all bid items. **Bid submittals which do not have all items bid will not be considered. Forms provided by the City of Ukiah must be completed and returned.** All bids must be signed with the firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Cash discounts must be shown on bid; otherwise, prices will be considered net. This Invitation for bids shall result in a firm, fixed price contract.

In case of default by the vendor, the City of Ukiah may procure articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the City of Ukiah.

CONTRACT PERIOD: The resulting contract shall be in effect three years (36 months) from date of issuance of Purchase Order, with an option of cancellation by the City of Ukiah with a thirty (30) day written notice, and an option for a one year renewal. Rates shall be firm for the term of the entire contract.

BIDDER INVESTIGATION AND DATE OF WALK-THRU OF THE FACILITIES: Each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract, take measurements, and to verify any representations made by the City upon which the bidder will rely. **A walk-thru of all facilities is scheduled on Tuesday, June 14th, 2016 at 1 p.m., and to begin at the following location: Civic Center Annex Building, Conference Room 5, 411 West Clay Street, Ukiah, California, 95482. THERE WILL BE NO OTHER OPPORTUNITY TO WALK THROUGH THE FACILITIES, unless offered in an addendum to this solicitation.** If the bidder receives an award as a result of its bid submission, failure to have made adequate investigations and examinations by attending the scheduled walk-thru will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as basis for any claim whatsoever by the contractor for additional compensation. Changes to the bid request will only be done by written addenda. Oral statements or instructions will not constitute an amendment to this solicitation.

Vendor Background Check: Because the contract work includes locations within the City's offices where security is very important, fingerprints and consent to conduct a criminal records check will be required of all persons who will perform contract services for the apparent low bidder. Only a department within the City authorized to access the automated systems handling criminal offender record information maintained by the California Department of Justice will receive or review this information which will include a criminal record summary of arrests resulting in conviction and arrests pending final adjudication. The successful low bidder will not be permitted to provide services in these secure areas within City offices, except by persons who have cooperated with this criminal background check and who have not been convicted of a crime that would create an undue security risk for the City.



AWARD: The City of Ukiah reserves the right to reject any and all bids; to waive any informality in the bids; and to accept the bid that appears to be in the best interest of the City. The City may award to one or more contractors.

In determining and evaluating the best bid, the prices will not necessarily be controlling element; quality, efficiency, 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. Bidders 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 REQUIREMENTS: Bidder 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.

NOTE: THE CITY ADVISES ALL CONTRACTORS TO CAREFULLY READ THE INSURANCE REQUIREMENTS. IT IS ALSO ADVISED THAT PRIOR TO SUBMITTING A BID, CONTRACTORS SHOULD HAVE THEIR INSURING AGENCY REVIEW THE CITY'S INSURANCE REQUIREMENTS TO DETERMINE IF THEIR CARRIER(S) WILL COMPLY WITH THE ADDITIONAL INSURED BY ENDORSEMENT AND CANCELLATION LANGUAGE THAT IS REQUIRED FOR THE CERTIFICATE OF INSURANCE. ALL CERTIFICATES OF INSURANCE MUST BE SUBMITTED TO THE CITY FOR APPROVAL AFTER AWARD OF BID. FAILURE TO COMPLY WITH THE INSURANCE REQUIREMENTS STATED HEREIN, AFTER AWARD OF BID WILL BE JUST CAUSE FOR ANNULMENT OF AWARD.

If you have questions regarding our insurance requirements contact:

**Risk Manager
707-463-6287**

The following requirements shall be included as a part of every bid:

- 1) **COMPLIANCE WITH LAWS & REGULATIONS:** All materials, parts and equipment furnished pursuant to these specifications shall be in compliance with the laws and regulations of the State of California 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.
- 3) **LICENSE REQUIREMENTS** - Bidder/Contractor will be required to obtain a City of Ukiah business license at the time of award.



Rec'd 6/21/16
9:30 am

CARPET CLEANING SCOPE OF WORK & BID SUBMITTAL

Carpet cleaning services will be provided for the Civic Center buildings, Ukiah Valley Conference Center, Alex Rorabaugh Center, and the Grace Hudson Museum meeting room. Pricing provided on this quotation is to reflect single visit pricing, at a minimum of one visit per year. The City of Ukiah has the right to exclude any location at any time without charge or penalty.

All scheduled carpet cleaning visits shall be performed after the City's normal working hours of 7:30 a.m. to 5:30 p.m., Monday through Friday, excluding regular scheduled City holidays and office closure. The scheduling of all work will be coordinated by the Community Services Department. Some small office furnishings, such as chairs and floor mats, will need to be moved during any given cleaning job, depending on location of the work.

The City of Ukiah will perform an inspection of each job after completion. If the City finds that the work performed is unsatisfactory, the contractor will be expected to return to complete the job properly at no additional cost to the City.

Carpet Cleaning Requirements (If there is an exception, bidder is to provide a separate page explaining reason for exception.)

- | | | | |
|----|---|-----------------|---------------|
| a. | Hot water extraction and dry cleaning capabilities. | <u>X</u> Comply | ___ Exception |
| b. | Pre-spraying and spot cleaning capabilities. | <u>X</u> Comply | ___ Exception |
| c. | 3 years of commercial building cleaning experience
(List references under "Work Performance History".) | <u>X</u> Comply | ___ Exception |
| d. | Able to work nights and weekends. | <u>X</u> Comply | ___ Exception |
| e. | Have upholstery cleaning equipment. | <u>X</u> Comply | ___ Exception |
| f. | 24 hour call out capabilities for emergencies. | <u>X</u> Comply | ___ Exception |
| g. | Flood damage repair capabilities. | <u>X</u> Comply | ___ Exception |
| h. | Average dry time of carpets: | <u>2 Hours</u> | |

PRICING

A. CARPET CLEANING (to reflect single visit pricing, to be a minimum of one visit per year*)

- | | | |
|--|------------------|----------|
| 1. Civic Center Administrative Offices | \$ <u>810.00</u> | Lump Sum |
| 2. Police/Fire Departments | \$ <u>715.00</u> | Lump Sum |
| 3. Clay Street Offices | \$ <u>410.00</u> | Lump Sum |
| 4. Council Chambers | \$ <u>475.00</u> | Lump Sum |
| 5. Grace Hudson Meeting Room | \$ <u>285.00</u> | Lump Sum |
| 6. Grace Hudson Museum | \$ <u>840.00</u> | Lump Sum |
| 7. Ukiah Valley Conference Center | | |
| a. Chardonnay Room | \$ <u>80.00</u> | Lump Sum |
| b. Riesling Room | \$ <u>90.00</u> | Lump Sum |
| c. Chenin Blanc Room | \$ <u>200.00</u> | Lump Sum |
| d. Cabernet I Room | \$ <u>475.00</u> | Lump Sum |
| e. Cabernet II Room | \$ <u>475.00</u> | Lump Sum |
| f. Merlot Room | \$ <u>100.00</u> | Lump Sum |
| g. Zinfandel Room | \$ <u>100.00</u> | Lump Sum |
| h. Offices | \$ <u>100.00</u> | Lump Sum |
| 8. Alex Rorabaugh Center | | |
| a. Lobby & Main Hall | \$ <u>260.00</u> | Lump Sum |
| b. Rear Game Area | \$ <u>450.00</u> | Lump Sum |
| c. H11 front conf. room | \$ <u>220.00</u> | Lump Sum |
| d. H7 2 nd conf. room | \$ <u>200.00</u> | Lump Sum |

B. Square Foot Price (for additional jobs carpet cleaning jobs through the course of the year) \$ 16 per sq.ft.

*The City of Ukiah has the right to exclude any location at anytime without charge or penalty.

Rates shall be firm for the term of the contract.



SERVICE AVAILABILITY: The successful bidder must be available for 24 hour call-out in case of an emergency. Emergencies shall be determined by the City.

Failure to provide the response time requested and keeping current Insurance Certificates on file with the City could be considered valid reasons for cancellation of contract with a 30 day written notice.

Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, 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 declares they are familiar with the items specified and have carefully read the RFB specification/requirements, checked all of the figures stated on the specifications and accepts full responsibility for any error or omission in the preparation of this bid.

The undersigned acknowledges that this document, together with the City's Request for Bid, the purchase order issued by the City, the insurance requirements for contractors, and the Bidder/Contractor Statement Regarding insurance coverage comprise a written agreement between the Contractor and the City binding on both parties.

This bid is submitted by (check one):

☒ Individual Owner ☐ Partnership ☐ Corporation ☐ Other(Specify) _____

Legal Name of Bidder: CHEM-DRY of MENDOCINO COUNTY

Address of Bidder: 371 Lakeport Blvd #350
Mailing Address: SAME

Tax I. D. # 26-1971274

Phone Number: 707 485-8098 Fax Number: _____
Email: carlknippings@gmail.com Website: CARPETCLEANINGUKIAH.COM

By: [Signature] Dated: 6/18/16
(Signature)

CARL KNIPPINGS owner
(Print or Type Name) (Title)



REQUIRED DATA

WORK PERFORMANCE HISTORY

Bidder shall provide the name, contact name, address and phone numbers of customer's who you have contracted to do work similar to what is currently being requested (minimum of 3 references, please).

COMPANY NAME: Redwood Empire RV
CONTACT: Perry Bates
ADDRESS: 2600 N. state st Ukiah
PHONE: 707- 462- 8222

COMPANY NAME: Thurston Auto Plaza
CONTACT: Dennis Thurston
ADDRESS: 2800 N. state st Ukiah
PHONE: 707 462-8818

COMPANY NAME: Vanguard Properties
CONTACT: Grace Lucero
ADDRESS: 421 Healdsburg Ave Healdsburg ca
PHONE: 707- 888- 2649

COMPANY NAME: Timothy Toye and Associates
CONTACT: Amy
ADDRESS: 16360 Hwy 175 Cobb Mt.
PHONE: 707- 928- 6404



BIDDER/CONTRACTOR STATEMENT
REGARDING INSURANCE COVERAGE
(Submit with Bid)

PROPOSER/CONTRACTOR HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified in the Request for Bid for:

Carpet Cleaning Services

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.

Chem-Dry of Mendocino County
Please Print (Person, Firm, or Corporation)


Signature of Authorized Representative

CARL KNIPPING OWNER
Please Print (Name & Title of Authorized Representative)

6/18/16 707-485-8098 - Cell 245-6132
Date Phone Number





ITEM NO.: 7f

MEETING DATE: September 21, 2016

AGENDA SUMMARY REPORT

SUBJECT: POSSIBLE ADOPTION OF ORDINANCE AMENDING THE UKIAH CITY CODE TO AUTHORIZE CITY COUNCIL TO PROVIDE A BIDDING PREFERENCE FOR LOCAL VENDORS BY RESOLUTION

Summary: The City Council introduced this Ordinance amending the City Code to authorize the City Council to provide a bidding preference for local vendors by resolution on September 7, 2016 meeting, on a unanimous, 5-0 vote. As a result, the ordinance can be adopted as a consent calendar item.

The ordinance, if adopted, will become effective on October 21, 2016, thirty days after its adoption on September 21.

FISCAL IMPACT:				
Budgeted Amount in 15-16 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
N/A	N/A	N/A	Yes ☐ No ☒	N/A

RECOMMENDED ACTION(S): Adopt ordinance amending the Ukiah City Code to authorize City Council to provide a bidding preference for local vendors by resolution.

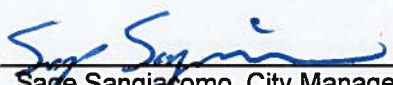
ALTERNATIVES: Leave the affected City Code sections unchanged or provide instructions to staff on desired amendments to the ordinance.

Citizens advised: N/A
Requested by: City Council
Prepared by: City Attorney
Coordinated with: Mary Horger, Purchasing Supervisor, and Shannon Riley, Senior Management Analyst
Presenter: David J. Rapport, City Attorney
Attachment: Attachment 1 – Ordinance amending the Ukiah City Code to Authorize the City Council to provide a bidding preference for local vendors by resolution.

COUNCIL ACTION DATE: _____: ☐ Approved ☐ Continued to _____ ☐ Other _____

RECORDS APPROVED: ☐ Agreement: _____ ☐ Resolution: _____ ☐ Ordinance: _____

Note: Please write Agreement No. in upper right corner of agreement when drafted.

Approved: 
Sage Sangiacomo, City Manager

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING A NEW SUBSECTION D.4 TO UKIAH CITY CODE SECTION 1522

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

SECTION 1

Section §1522 of the Ukiah City Code is hereby amended by adding Subsection D. 4 to read as follows:

§1522 OPEN MARKET, INFORMAL BIDDING AND CONTRACTUAL SERVICES PROCEDURE

D. Miscellaneous

4. The City Council, in the exercise of its discretion, may by resolution provide a preference for local businesses in bidding or submitting price quotes under this Section §1522, when and to the extent such preference is allowed or not prohibited by applicable state or federal law.

SECTION 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 September 7, 2016, by the following roll call vote:

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

Adopted on September 21, 2016, by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Stephen G. Scalmanini, Mayor

ATTEST:

Kristine Lawler, City Clerk



ITEM NO.: 7g

MEETING DATE: September 21, 2016

AGENDA SUMMARY REPORT

SUBJECT: REPORTING CONTRACT WITH READY SET GO SERVICES, LLC FOR FINANCE PROJECT ASSISTANCE IN THE AMOUNT OF \$20,000, AND REQUESTING AUTHORIZATION TO AMEND THE CONTRACT FOR ADDITIONAL SERVICES AS NEEDED.

Summary: Staff is submitting a report to Council regarding a contract entered into with Ready Set Go Services, LLC for finance project assistance in the amount of \$20,000, and requesting authorization to amend the contract for additional services as needed.

Background: The City initially contracted with Mr. Gordon Elton of Ready Set Go Services, LLC in January 2016 in the amount of \$9,999.00, to assist with miscellaneous projects as needed for the Finance Department. Mr. Elton, who retired as the City of Ukiah's Finance Director several years back, provides unique experience and knowledge, given his many years of service to the City.

Discussion: On September 7th, an amendment was issued to increase the total contract amount to \$20,000.00. In the last few months, Mr. Elton's services have been utilized for critical projects such as Ukiah Valley Sanitation District, and Landfill Closure. It is expected that more time will be needed on these projects, as well as other miscellaneous projects.

It is staff's recommendation that Council receive the report of the contract with Ready Set Go Services, LLC in the amount of \$20,000 and approve its continued use on an as-needed time and expense basis. Overall cost to be monitored in accordance with the budgetary authority approved by Council in the corresponding fiscal year budget.

FISCAL IMPACT:				
Budgeted Amount in 15-16 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
\$20,000	Landfill Contractual Services	70024500.52100	Yes ☐ No ☒	1516-182
10,000	Sewer Contractual Services	84424422.52100	Yes ☐ No ☒	1516-182

RECOMMENDED ACTION(S): Receive report of contract with Ready Set Go Services, LLC in the amount of \$20,000, and approve authorization to amend the contract for additional services as needed and to be monitored in accordance with budget authority approved by Council in corresponding fiscal year budget.

ALTERNATIVES: Provide alternate direction to Staff.

Citizens advised: N/A
Requested by: Sage Sangiacomo, City Manager
Prepared by: Mary Horger, Purchasing Supervisor
Coordinated with: Daniel Buffalo, Director of Finance
Presenters: Daniel Buffalo, Director of Finance
Attachment: N/A

COUNCIL ACTION DATE: _____: ☐ Approved ☐ Continued to _____ ☐ Other _____

RECORDS APPROVED: ☐ Agreement: _____ ☐ Resolution: _____ ☐ Ordinance: _____

Note: Please write Agreement No. in upper right corner of agreement when drafted.

Approved: 
Sage Sangiacomo, City Manager



ITEM NO.: 7h

MEETING DATE: September 21, 2016

AGENDA SUMMARY REPORT

SUBJECT: ADOPTION OF RESOLUTION DESIGNATING CITY OFFICIALS WHO MAY CONTRACT FOR CITY BANKING SERVICES WITH MUFG UNION BANK, N.A.

Summary: Council to consider re-signing of the Resolution designating City officials who may contract for City banking services with MUFG Union Bank, N.A.

Background: On May 1, 2002, the City Council voted to accept the recommendation of the Investment Oversight Committee to contract for banking services with MUFG Union Bank, N.A. On June 19, 2002, the City Council signed resolution 2002-40, a "Public Entity Resolution" form, which is required by Union Bank as part of their document signing process. Union Bank is now asking for a current dated "Public Entity Resolution."

The attached Resolution contains the language required by MUFG Union Bank, N.A. and provides the basis for the City Clerk to sign the attached form.

Discussion: Staff recommendation is to adopt the resolution.

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

RECOMMENDED ACTION(S): Adopt Resolution designating City Officials authorized to enter into contracts for banking services between the City of Ukiah and MUFG Union Bank, N.A.

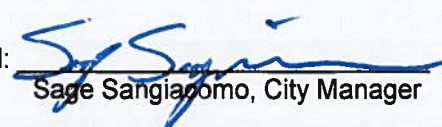
ALTERNATIVES: Disapprove Union Bank's proposed Resolution and direct staff to renegotiate with Bank.

Citizens advised: N/A
Requested by: Union Bank of California, N.A.
Contact/Prepared by: Kristine Lawler, City Clerk
Coordinated with: ElizaBeth MacFarland, Payroll Officer
Presenter: Kristine Lawler, City Clerk
Attachment: 1. Resolution

COUNCIL ACTION DATE: _____: ☐ Approved ☐ Continued to _____ ☐ Other _____

RECORDS APPROVED: ☐ Agreement: _____ ☐ Resolution: _____ ☐ Ordinance: _____

Note: Please write Agreement No. in upper right corner of agreement when drafted.

Approved: 
Sage Sangiorgio, City Manager

RESOLUTION NO.**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AUTHORIZING CITY OFFICIALS TO ENTER INTO CONTRACTS WITH MUFG UNION BANK, N.A.**

WHEREAS, the City Council approved a banking relationship with MUFG Union Bank, N.A. on May 1, 2002; and

WHEREAS, it is necessary for appointed City officials to sign documents implementing the Council's action; and

WHEREAS, the City Manager and the City Director of Finance are the appropriate City officials to sign documents implementing the MUFG Union Bank, N.A. agreement.

NOW, THEREFORE, BE IT RESOLVED, that the officers now or subsequently holding the positions of City Manager or Finance Director with the City of Ukiah are authorized by the City Council under California Government Code 53649 to enter into any contract with MUFG Union Bank, N.A. relating to any deposit which in his or her judgment is to the public advantage. Contract requirements could include:

- Establish bank accounts and services.
- Sign, or change in writing, agreements with Bank regarding City of Ukiah's bank deposit relationship.
- Specify in writing to the Bank the individuals who are authorized in the name of and on behalf of the Public Entity to:
 - Withdraw funds from any Public Entity's banking accounts on the Public Entity's checks or orders.
 - Endorse and deliver to the Bank, for any purposes, and in any amount, negotiable or non-negotiable items of any kind, and owned by, or held by, or payable to the Public Entity.
 - Send, review, and/or authorize wire and electronic transfers of funds from the Public Entity accounts. Such authority may be exercised by such authorized individual acting alone, regardless of any multiple signature requirements otherwise applicable to the accounts.
 - Otherwise access the Public Entity's deposit accounts.

This Authority has been granted by the City Council and shall remain in effect until the Bank receives written notice of revocation at the Office where the Public Entity's banking relationship is maintained.

PASSED AND ADOPTED on September 21, 2016, by the following Roll Call Vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Stephen G. Scalmanini, Mayor

ATTEST:

Kristine Lawler, City Clerk



PUBLIC ENTITY RESOLUTION

California Government Code 53679 stipulates that money not under control of the treasurer but belonging to a local agency and under the control of any of its officers or employees other than the treasurer may deposit funds as active deposits or inactive deposits.

For deposits in excess of the amount insured under any federal law, a contract in accordance with Section 53649 is required.

It is resolved that the officer now or subsequently holding the position of

Finance Director	(Title)	City Of Ukiah	(Public Entity)
------------------	---------	---------------	-----------------

is authorized by the Governing Board under California Government Code 53649 to enter into any contract with Union Bank, N.A. relating to any deposit, which in his or her judgment is to the public advantage. Contracting requirements could include:

- Establish bank accounts and services.
- Sign, or change in writing, agreements with the Bank regarding the Public Entity's bank deposit relationship.
- Specify in writing to the Bank the individuals who are authorized in the name of and on behalf of the Public Entity to:
 - Withdraw funds from any of the Public Entity's banking accounts on the Public Entity's checks or orders.
 - Endorse and deliver to the Bank, for any purposes, and in any amount, negotiable or non-negotiable items of any kind, and owned by, or held by, or payable to the Public Entity.
 - Send, review, and/or authorize wire and electronic transfers of funds from the Public Entity accounts. Such authority may be exercised by such authorized individual acting alone, regardless of any multiple signature requirements otherwise applicable to the accounts.
 - Otherwise access the Public Entity's deposit accounts.

This authority has been granted by the Governing Board and shall remain in effect until the Bank receives written notice of revocation at the Office where the Public Entity's banking relationship is maintained.

CERTIFICATION

I, _____, Clerk/Secretary to the Governing Board of the above referenced Public Entity, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed by the Governing Board

on _____ (Month and date) of _____ (Year), and the resolution has not been revoked or amended.

CLERK/SECRETARY TO THE GOVERNING BOARD	SIGNATURE	DATE
	X	

To: Ukiah City Council
From: Mendocino Heritage Initiative of 2016
Date: September 16, 2016
Subject: Council's Endorsement for Measure AF

In 2015, the State of California passed historic legislation to regulate medical cannabis. The MCRSA designates medical cannabis as an agricultural product, to be regulated by the Department of Agriculture. The MCRSA specifically states that prospective participants in this newly regulated industry may not obtain state licenses unless they first obtain locally issued permits, thus opening the doors for counties and cities to follow suit and regulate locally. We commend the efforts of Ukiah as well as every other city in the county to start exploring regulatory options on a local level.

What does Measure AF do? The unregulated cannabis industry has divided our community for decades and has negatively impacted our natural resources and sense of safety. Measure AF is a chance to change direction. It was spearheaded by members of the cannabis industry who are *asking to be regulated* to protect Mendocino County's future.

- AF provides the most time-efficient and cost-effective path to regulation while making Mendocino County's rules consistent with state law.
- It will enact immediate policy to regulate all aspects of the cannabis industry without further delay or costly lawsuits.
- AF saves the taxpayers money and allows for a swifter transition from the black market to the regulated market, for the greater good of Mendocino's people, economy, and environment.

This is a very complex issue, and stakeholders have been working directly with the Board of Supervisors for many months to find solutions. Regardless of your position on medical cannabis, we ask that this Council consider the issue from both sides before voting to endorse in any direction.

How does Measure AF impact the City of Ukiah? It doesn't impact Ukiah, or any city in the county. Cities have the jurisdictional control to regulate and permit cannabis businesses and Measure AF will not affect the people or neighborhoods of Ukiah.

How will Measure AF benefit Mendocino County?

Regulation protects the environment

- The biggest threat to the environment is an unregulated market. AF prohibits illegal diversion of water and permittees will be mandated by the State of CA to enroll in the North Coast Regional Water Quality Control Board's program to obtain a water discharge waiver before they can apply for a County permit. This waiver must be renewed annually, and it will be enforced by a joint task force of NCRWQCB, Fish & Wildlife, and local law enforcement. It also subjects violators to significant fines.
- Contrary to fears about loose regulation, cannabis cultivators will be subject to more stringent environmental standards than any other agricultural product.

Safer neighborhoods

- Today, reckless manufacturing takes place in our neighborhoods and in protected watersheds where unregulated operations create a fire & safety risk. Measure AF restricts these activities (such as solvent extraction) to industrial zones and introduces new, rigorous statewide operational & safety standards with local controls.
- AF makes Mendocino County's setbacks consistent with state law which prohibits cultivation and dispensaries within 600 feet of a school.
- AF creates workplace safety standards and restricts employment to individuals over 21 years of age.

Taxes will benefit the community

- The new state regulations specifically allow for cities to place taxes on cannabis processes and products, in addition to any the county imposes.
- We urge voters to support all ballot measures focused on regulating and taxing cannabis: Yes on AF, AI, & AJ to provide much needed County funds.

Increased enforcement

- By drawing a clearer line between legal and illegal operations, AF strengthens enforcement, and provides the Sheriff with the resources to focus on hard drugs, illegal grows, and violent crime. Bringing the industry out of the shadows is the single most important factor in increasing public safety in Mendocino County - by getting cannabis off the streets and into secured settings.
- State enforcement agents protect against environmental impacts by mandating permits and compliance inspections.

Protects local business

- Measure AF only allows permits to be issued to Mendocino County residents that have lived here for at least two years and requires majority ownership by locals to keep out a "green rush" of large corporate interests. These permitted businesses will be required to follow all the same rules as every other business in Mendocino County.
- Measure AF will stimulate economic activity and create many new jobs in our county.

We ask that this Council follow suit with the Cities of Fort Bragg and Willits and abstain from voting "No" on Measure AF, and let the County's voters decide at the November ballot.

Thank you for your consideration.

Sincerely,

Yes on AF - The Mendocino Heritage Initiative of 2016

Sarah Bodnar Jude Thilman Casey O'Neill Tom Rodrigues Tim Blake Justin Calvino

www.yesonAF.com | mendocinoheritageinitiative@gmail.com | (707) 200-8239



ITEM NO.: 12a

MEETING DATE: September 21, 2016

AGENDA SUMMARY REPORT**SUBJECT: UPDATE REGARDING EMERGENCY WINTER SHELTER, POSSIBLE DIRECTION REGARDING DISBURSEMENT OF FUNDS AND APPROVAL OF CORRESPONDING BUDGET AMENDMENT(S)**

Summary: Council will receive an update regarding the emergency winter shelter and will possibly give staff direction regarding disbursement of funds.

Background and Discussion: In the continued absence of a permanent homeless shelter, Ukiah will again be faced with the need for an emergency winter shelter. Therefore, a committee of local stakeholders, the Homeless Services Action Group (HSAG), has begun meeting in an effort to identify a location and a lead agency for the shelter. Neither last year's location nor the operator are available this year.

In fiscal years 2014-15 and 2015-16, the City of Ukiah contributed \$30,000 toward the winter shelter. Additional large contributions came from the County of Mendocino, the Ukiah Valley Medical Center, and the Community Foundation, plus another \$20,000 worth of smaller donations.

The HSAG is working to avoid the last-minute crunch that occurred in 2015 when funding, staffing, and remodeling efforts were still going on in November. Therefore, Staff is recommending a proactive approach-- that the City Council authorize a contribution of \$30,000, to be held by the County until a location and an operator are secured. The Mendocino County Board of Supervisors is expected to consider shelter funding at their October 4, 2016, meeting.

City of Ukiah funding could come from two possible sources. An application has been submitted to the State for permission to utilize program income from Community Development Block Grants; that application is still pending but, if approved, would allow access to approximately \$16,000 for the shelter. Additionally, there is sufficient fund balance in the Low and Moderate Income Housing Fund to pay the difference or, if necessary, the entire amount. By combining these resources, the City would not need to utilize General Fund monies.

RECOMMENDED ACTION(S): 1) Discuss and provide direction to Staff; 2) Authorize the City Manager to negotiate and execute a release of funds agreement with the County of Mendocino for an emergency winter shelter, and 3) Approve the corresponding budget amendment(s)

ALTERNATIVES: Provide alternative direction to Staff.

Citizens advised: Homeless Services Action Group
Requested by: Shannon Riley, Senior Management Analyst
Prepared by: Shannon Riley, Senior Management Analyst
Coordinated with: n/a
Presenter: Shannon Riley, Senior Management Analyst
Attachments: None

COUNCIL ACTION DATE: _____: ☐ Approved ☐ Continued to _____ ☐ Other _____

RECORDS APPROVED: ☐ Agreement: _____ ☐ Resolution: _____ ☐ Ordinance: _____

Note: Please write Agreement No. in upper right corner of agreement when drafted.

Approved: 
Sage Sangiacomo, City Manager

If Council approves, the City Manager would be authorized to negotiate and execute an agreement for the release of \$30,000 to the County of Mendocino, to be held for the operation of the emergency winter shelter, contingent upon the identification of a suitable operator and a location.

FISCAL IMPACT:			
Amendment Amount in 16-17 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required
\$30,000	2016 CDBG Allocation, pending Low and Moderate Income Housing Fund	N/A 31300000	Yes ☒ No ☐



ITEM NO.: 12b

MEETING DATE: September 21, 2016

AGENDA SUMMARY REPORT

SUBJECT: APPROVE CONTRACT BETWEEN SOLID WASTE SYSTEMS AND POTRERO HILLS LANDFILL FOR MUNICIPAL SOLID WASTE DISPOSAL AND DISPOSAL OF THE MUNICIPAL SOLID WASTE AT POTRERO HILLS LANDFILL IN SUISUN CITY, CALIFORNIA; AND APPROVE AMENDMENT TO TRANSFER STATION AGREEMENT BETWEEN CITY AND SOLID WASTE SYSTEM AND AMENDED TRANSFER STATION LEASE BETWEEN CITY AND SOLID WASTE SYSTEMS

Summary: The Ukiah City Council will be asked to consider and approve (1) a disposal contract between Solid Waste Systems Inc. ("SWS") and Potrero Hills Landfill Inc. ("PHL Agreement") for the disposal of solid waste received at the Ukiah Transfer Station; (2) an amendment to the transfer station agreement between SWS and the City to extend the term of that agreement to coincide with the 15 year term of the PHL Agreement; and (3) an amended transfer station lease between SWS and the City to make its term coincide with the term of the PHL Agreement. These approvals also involve the exercise of the City's control over the disposal of municipal solid waste generated within City limits ("flow control") by approving the disposal of the City's municipal solid waste (MSW) at the Potrero Hills Landfill. Currently, the City has directed that SWS dispose of the City's MSW at the Eastlake Landfill in Clearlake, CA.

Background: On February 17, 2016, Staff provided the Council with an update on the disposal contract with Eastlake Landfill in Clearlake, California. The contract with the Eastlake Landfill is set to expire on December 31, 2016. At the February Council meeting staff spoke to the impact on the Eastlake Landfill of the Valley Fire with the facility experiencing an overwhelming influx of material. As a result, Lake County has notified SWS that it does not wish to extend the existing contract beyond the December 31, 2016, expiration date. City staff has been concerned that this situation might occur. As a result, and per section 4.1.1 of the 2015 Amended and Restated Transfer Station Agreement between the City and SWS ("Transfer Station Agreement") staff in coordination with SWS has been exploring other disposal options for our solid waste and have been seeking an alternative disposal site.

Discussion: City Staff along with the Five Year Rate Review Ad Hoc (Councilmembers Brown and Mulheren) and SWS have identified a long term solution for MSW disposal, as directed by Council. Staff

RECOMMENDED ACTION(S): 1. Approve contract between Solid Waste Solutions Inc. and Potrero Hills Landfill Inc. 2. Direct the City Manager to exercise flow control of Ukiah's municipal solid waste directing that it be transported to the Potrero Hills Landfill in Suisun City, California. 3. Approve amendment to Transfer Station Agreement. 4. Approve amended Transfer Station Lease.

ALTERNATIVES: N/A

Citizens advised: N/A
Requested by: Sage Sangiacomo, City Manager.
Prepared by: Tim Eriksen, Director of Public Works/City Engineer.
Coordinated with: Five Year Rate Review Ad Hoc (Councilmembers Brown and Mulheren), David Rapport, City Attorney, Daniel Buffalo, Director of Finance
Presenter: Tim Eriksen, Director of Public Works/City Engineer, Daniel Buffalo, Director of Finance
Attachments: 1. Contract between Solid Waste Systems Inc. and Potrero Hills Landfill Inc.
2. Amendment to Transfer Station Agreement
3. Amended Transfer Station Lease

COUNCIL ACTION DATE: _____: ☐ Approved ☐ Continued to _____ ☐ Other _____

RECORDS APPROVED: ☐ Agreement: _____ ☐ Resolution: _____ ☐ Ordinance: _____

Note: Please write Agreement No. in upper right corner of agreement when drafted..

Approved: 
Sage Sangiacomo, City Manager

has identified Potrero Hills Landfill in Suisun, CA as the most economical solution. The contract that is attached (Attachment 1) is between SWS and Potrero Hills Inc. ("PHL"). Under the terms of the contract, the City must approve this contract before SWS can enter the agreement. The attached agreement has been approved and signed by PHL.

The City of Ukiah has flow control of its MSW. Consequently, as provided in the Transfer Station Agreement, the City Manager must approve disposing of the City's MSW at the Potrero Hills Landfill.

The PHL Agreement provides a \$23.50/ton gate fee, increasing each year by 90% of the cost of living, which is initially \$17.87 per ton less than the current gate fee at the Eastlake Landfill. Even with the increased transportation cost, the PHL Agreement represents a substantial savings which is essential to the financial plan for funding closure and post-closure costs of the Ukiah Landfill. The PHL Agreement locks in this favorable rate for 15 years with an opportunity to extend for an additional 5 years, with PHL approval. The City is declared a "third party beneficiary" of the agreement and has the right to assume or assign the agreement if it is terminated in less than fifteen years for any reason by SWS or as a result of a breach of the agreement by SWS. This assures that the benefit of the PHL Agreement will be available to the City, even if the PHL Agreement or the Transfer Station Agreement were terminated in less than fifteen years.

As the Council knows under the Transfer Station Agreement, the current owner of the transfer station must convey it to the City on January 1, 2017. Under that agreement the City has agreed to lease the transfer station to SWS after ownership transfers to the City pursuant to the terms of a lease which is attached as an exhibit to the Transfer Station Agreement. Rent under the lease is \$10/ton. Under Council Resolution 2016-03, that rent income has been committed to extinguishing any unfunded Closer, Post Closure and Corrective Action Plan (CAP) reserve costs of the Landfill.

Fifteen years is the minimum time required to amortize the closure and post closure costs, using revenues from the \$14/ton surcharge (\$12 increase) being recommended by the Landfill Closure Ad Hoc Committee and staff and the \$10/ton transfer station rent.

Accordingly, staff recommends approval of an amendment to the Transfer Station Agreement (Attachment 2) to amend its term to coincide with the 15-year term of the PHL Agreement and a similar amendment to the Transfer Station Lease (Attachment 3).

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

SOLID WASTE DISPOSAL AGREEMENT Potrero Hills Landfill

THIS SOLID WASTE DISPOSAL AGREEMENT (this "Agreement") is made effective as of the 1st day of January, 2017 (the "Effective Date"), by and between SOLID WASTES SYSTEMS, INC., a California corporation ("Customer"), on the one hand, and POTRERO HILLS LANDFILL, INC., a California corporation ("Company").

RECITALS

WHEREAS, Customer desires to obtain from Company environmentally sound solid waste disposal services for Transfer Station Waste (as defined below); and

WHEREAS, Company operates the Potrero Hills Landfill located in Suisun City, California and wishes to provide Customer with disposal and other solid waste related services.

AGREEMENT

NOW, THEREFORE, for and in consideration of the respective covenants herein contained, the parties agree to the terms and conditions set forth herein:

1. Definitions.

(A) "Acceptable Waste" is "Solid Waste", as defined in California Public Resources Code, Division 30, Part 1, Chapter 2, § 40191 and regulations promulgated thereunder, and as further defined in any site specific operating permits for the Disposal Site, including, without limitation, commercial waste; construction and demolition waste; yard and wood waste; and any other combination of these wastes; provided, however, that Recyclable Material, Special Waste and Hazardous Waste are excluded from the definition of Acceptable Waste. "Acceptable Waste" shall include C&D Debris, and Compostable Material.

(B) "C&D Debris" means uncontaminated solid waste resulting from the construction, remodeling, repair, and demolition of utilities, structures, and roads; and uncontaminated solid waste resulting from land clearing.

(C) "Compostable Material" means plant material (leaves, grass clippings, branches, brush, flowers, roots, pine needles and pine cones, wood waste, etc.); debris commonly thrown away in the course of maintaining yards and gardens; and other biodegradable waste, such as animal and vegetable food scraps, paper tissues, paper napkins and towels, coffee grounds and filters, pizza boxes, food soiled paper plates and cups; provided, however, that in each case such material is capable of being processed into compost at Company's composting facility.

(D) "Designated Waste" means "Designated Waste", as defined in the California Water Code, Division 7, Chapter 3, § 13173 and regulations promulgated thereunder.

(E) "Disposal Site" means the landfill permitted and operated by Company near Suisun City, Contra Costa County, California.

(F) "Fees and Taxes" means any federal, state, local or other taxes, assessments, fees, host charges, surcharges or similar charges directly or indirectly related to the acceptance, processing, storage, burial and/or disposal of material which are imposed on Company by law, ordinance, rule or regulation and/or agreement with a governmental authority, whether imposed retroactively or prospectively.

(G) "Free Liquid" means liquid in excess of twenty-five (25) gallons per contained load of waste which readily separates from the solid portions of such waste on delivery to the Disposal Site under ambient temperature and pressure; i.e., liquid in the waste load that causes the waste to fail the "paint filter test" prescribed by the Environmental Protection Agency in its "Method 9095."

(H) "Hazardous Waste" means any waste which:

(i) is required to be accompanied by a written manifest or shipping document describing the waste as "hazardous waste" or "dangerous waste," pursuant to the generator's state, California or federal law, including, but not limited to, the Resource Conservation and Recovery Act, 40 CFR, Part 260-272, et seq. as amended, and all regulations promulgated thereunder and any such state equivalent or similar law;

(ii) contains polychlorinated biphenyl or any other substance the storage, treatment or disposal of which is subject to regulation under the Toxic Substances Control Act, 40 CFR, Part 761, et seq. as amended, and all regulations promulgated thereunder and any such state equivalent or similar law;

(iii) contains a radioactive material the storage or disposal of which is subject to state or federal regulation; or

(iv) is designated under the generator's state, California or federal law or regulation as a "dangerous waste," "toxic waste," "hazardous waste," "extremely hazardous waste" or "acutely hazardous waste."

The term "Hazardous Waste" will be construed to have the broader, more encompassing definition where a conflict exists in the definitions employed by two or more governmental entities having concurrent or overlapping jurisdiction over Hazardous Waste.

(I) "Recyclable Material" means material collected, accepted and/or processed by Customer for the purpose of diverting such material from landfilling.

(J) "Special Waste" means and includes, Designated Waste and any non-Designated Waste that requires special handling or safety procedures at the Disposal Site during either off loading or burial, or any material which comes with a non-hazardous waste manifest. Examples of Special Waste include, but are not limited to, treated wood, bulk consumer products, fly ashes, petroleum contaminated soils, waste water treatment plant sludge, field plastic, truck load quantities of box springs & mattresses, toner cartridges, appliances, wood stumps over two (2) feet in diameter, tree limbs or poles more than four (4) feet in length.

(K) "Term" shall have the meaning set forth in Section 2.

(L) “Ton” means two thousand (2,000) pounds.

(M) “Transfer Station” means the Ukiah Valley Transfer Station located in the County of Mendocino and currently operated by Customer pursuant to the terms of the Second Amended and Restated Transfer Station Agreement between Customer and the City of Ukiah (“City”) dated October 7, 2015 (the “Transfer Station Agreement”).

(N) “Transfer Station Waste” means Acceptable Waste received, or remaining as residue from materials processed, by Customer at the Transfer Station pursuant to the Transfer Station Agreement.

(O) “Unacceptable Waste” means any and all waste:

(i) the disposal of which at the Disposal Site would violate any applicable local, state, or federal laws, regulations, or orders, or conditions of the Disposal Site’s operating permit;

(ii) which constitutes Hazardous Waste;

(iii) which constitutes Special Waste without an approval in accordance with Company’s Special Waste approval process;

(iv) which in Company’s reasonable discretion Company considers to be unacceptable; or

(v) containing Free Liquid without an approved Special Waste Application.

2. Term.

(A) Initial Term. Subject to the limitations set forth herein, including, without limitation, those included in Section 3(A), the term (the “Initial Term”) of this Agreement shall commence on the Effective Date and continue until December 31, 2031; provided, however, that this Agreement shall terminate on such earlier date as Company can no longer accept Transfer Station Waste at the Disposal Site due to closure of the Disposal Site.

(B) Extensions to Term. The Initial Term may be extended for one additional term of five (5) years (the “Extension Term” and, together with the Initial Term, the “Term”) upon the mutual written agreement of the Parties. In order to extend the Initial Term for the Extension Term, Customer must have extended the term of the Transfer Station Agreement for an additional term of five (5) years with City’s approval (in accordance with the terms of the Transfer Station Agreement), and obtained City’s approval to extend the Initial Term of this Agreement for the Extension Term. If such conditions are met, Customer will give Company written notice of its intent to extend the Initial Term not less than ninety (90) days prior to the expiration of the Initial Term, and Company may then elect to accept or reject such extension in its sole and absolute discretion. Company will provide Customer with notice of its election within forty-five (45) days after Customer gives Company notice of Customer’s intent to extend the Initial Term.

3. Scope of Service.

(A) Operation. During the Term, Customer shall deliver all Transfer Station Waste to the Disposal Site, and Company shall receive and dispose of all such Transfer Station Waste, subject only to disposal limitations imposed by newly-adopted applicable laws or regulations or changes to, or reinterpretations of, existing applicable laws, regulations or permits. Company shall make commercially reasonable efforts to make available and reserve sufficient fully permitted capacity at the Disposal Site to accommodate such Transfer Station Waste for the Initial Term. All Acceptable Waste delivered by Customer to the Disposal Site shall be in properly delivered containers or trailers. Under this Agreement, "properly delivered containers or trailers" shall mean trailers or containers that:

- (i) contain a road legal amount of waste;
- (ii) are not damaged to the extent that handling and transport of such containers or trailers would create an unsafe condition;
- (iii) are properly secured using tarps, in good condition and are not leaking, to prevent loss of waste during transport or accumulation of precipitation; and
- (iv) are compatible with unloading equipment.

Nothing in this Agreement shall restrict Customer from implementing any and all practices or processes that reduce or eliminate the need to deposit Acceptable Waste or Recyclable Materials in a landfill.

(B) Hours of Operation. The Disposal Site's current hours of operation are 4:00 a.m. to 5:00 p.m. on Monday through Friday, and 8:00 a.m. to 4:00 p.m. on Saturday and Sunday, subject to Company's right to change the hours of operation, which it may do at any time and from time to time; provided, however, Company shall give Customer at least thirty (30) days' advance notice of any such change. The Disposal Site will be closed and/or will close early on New Year's Day, President's Day, Easter Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.

(C) Waste Type and Source. Customer represents and warrants that it shall only deliver Acceptable Waste to the Disposal Site; provided, however, Customer may deliver Special Waste in accordance with the provisions described in an approved Special Waste Application. Customer has a continuing obligation to inform Company of any new information, or information not previously provided to Company by Customer which may affect the acceptability of the waste by Company. Further, Customer shall comply with all Company requests for evidence of Customer's continuing compliance with the terms of the Agreement including but not limited to the following: (i) providing new, updated waste profiles on the Acceptable Waste(s) offered for disposal, or (ii) providing appropriate certification that the Acceptable Waste being offered for disposal is accurately reflected by the appropriate application, or (iii) re-sampling the Acceptable Waste at Customer's expense if reasonable cause exists to doubt its acceptability under the terms of this Agreement, or (iv) allowing Company to re-sample the Acceptable Waste if reasonable cause exists to doubt its acceptability under the terms of this Agreement (and Customer shall be responsible for all costs and expenses associated

with such sampling if such waste is determined to be Unacceptable Waste), or (v) all of the above.

(D) Permits and Licenses. Customer shall at all times maintain in effect all licenses and permits for the operation of the Transfer Station and the hauling of Acceptable Waste covered by this Agreement required by any and all agencies that may have jurisdiction over Customer's operations.

(E) Compliance with Applicable Laws. During the Term, Company will comply with all present and future federal, state and local statutes and ordinances regulating the Disposal Site, and with all other rules and regulations and amendments thereto imposed by all federal and state regulatory agencies having jurisdiction over the operation of the Disposal Site. Customer warrants that it is and at all times during the Term will be in compliance with all state, Federal, county and other local laws, permits and licenses concerning the transportation of waste covered by this Agreement.

(F) Right to Refuse Unacceptable Waste. Company shall only be required to accept Acceptable Waste from Customer under this Agreement. Company may refuse to accept Unacceptable Waste, or revoke its acceptance of Unacceptable Waste. Company may, at its sole expense, sample and analyze each shipment of Customer's waste to determine if it is Acceptable Waste. Company's exercise, or failure to exercise, its rights hereunder shall not operate to relieve Customer of its responsibilities or liability under this Agreement. Customer shall reimburse Company for the actual, reasonable costs incurred by Company in testing, handling, loading, preparing, transporting, storing, dismissing, returning to Customer or caring for Unacceptable Waste. Additionally, Customer shall be responsible for, and bear all reasonable losses, damages, liabilities, costs and expenses (including remediation related costs and expenses) penalties and fines incurred by Company as a result of any Unacceptable Waste, and in the reloading and removal of Unacceptable Waste disposed in the Disposal Site. Upon rejection or revocation of acceptance by Company, Customer will take possession of all Unacceptable Waste delivered to the Disposal Site by Customer.

(G) Records. By the forty-fifth (45th) day following the last day of each calendar quarter, Customer shall provide a report to Company that identifies the number of tons by jurisdiction of origin for all materials and Waste delivered under this Agreement. Customer acknowledges that Company is required to deliver the Tonnage Information to various state and local governmental authorities and that Company delivers the Tonnage Information "as-is" and without any modification. In the event that any governmental authority notifies Company that the Tonnage Information is incorrect, inaccurate or otherwise flawed, Customer agrees to reimburse Company for any and all reasonable time spent, and costs and expenses incurred, by Company in correcting, supplementing, reformatting or otherwise revising the Tonnage Information so that it is acceptable to the applicable governmental authorities.

(H) Intoxicating Liquors and Drugs. Customer shall establish and keep in place rules prohibiting its employees, agents or independent contractors from taking any controlled substances or intoxicating liquors to the Disposal Site. Customer shall not permit its employees, agents or independent contractors to bring, anywhere on the Disposal Site, any controlled substances or intoxicating liquors. If any employee, agent or independent contractor of

Customer shall, in the opinion of Company, be under the influence of alcohol or controlled substances while at the Disposal Site, Company is authorized to require such person to leave the Disposal Site immediately.

(I) Coordination. Customer is aware of the ongoing operations at the Disposal Site and shall coordinate all activities with the Disposal Site's Landfill Manager or another designated representative. Customer shall not interfere or delay the ongoing work of others while at the Disposal Site and shall confine operations to areas designated by the Landfill Manager.

(J) Customer Responsibilities. Customer agrees that its activities at the Disposal Site shall be subject to the applicable provisions of Company's permits and safety and operating procedures. Customer shall exercise due care and diligence in the movement and unloading of all equipment at the Disposal Site, including trailers. Customer shall, at its sole cost, protect its own employees and agents, employees of Company and other persons from risk of death, injury or bodily harm arising out of or in any way connected with Customer's activities at the Disposal Site. Customer shall indemnify, defend and hold Company harmless for all acts or omissions of its employees, agents and independent contractors and their respective agents and employees in connection with their activities at the Disposal Site.

(K) Acceptance of Waste; Passage of Title. Company will be vested with title to all Acceptable Waste accepted by the Disposal Site hereunder on removal of the Acceptable Waste from Customer's loaded trailers or containers; provided, however, that the Disposal Site is legally permitted to accept such waste and acceptance of such waste is not rejected or revoked under Section 3(F). Otherwise, title to waste delivered by Customer shall be in, and all risks and responsibilities shall be borne by, Customer. Company's initial acceptance of Unacceptable Waste at the Disposal Site shall not operate to vest title to such Unacceptable Waste in Company, and Company's revocation of acceptance of Unacceptable Waste shall operate to re-vest risk of loss and responsibility for proper disposal of Unacceptable Waste in Customer.

4. Compensation to Company.

(A) Basic Disposal Prices. The basic per Ton prices paid by Customer to Company for Acceptable Waste and Special Waste delivered to the Disposal Site hereunder (the "Basic Disposal Prices") shall be as set forth on Exhibit A, which is attached hereto and made a part hereof. The parties may amend Exhibit A from time to time upon mutual written agreement for the purpose of adding additional types of Acceptable Waste and the corresponding Basic Disposal Prices for such additional types of Acceptable Waste. The Basic Disposal Prices include current Fees and Taxes imposed on acceptance of Acceptable Waste at the Disposal Site in effect as of the Effective Date, but does not include sales or use taxes, if applicable, for which Customer shall be solely responsible.

(B) CPI Adjustment. Commencing on January 1, 2018, and on each January 1st thereafter, each of the Basic Disposal Prices for Acceptable Waste and Special Waste shall automatically increase as follows:

(i) Ninety percent (90%) of the actual percentage change in the Consumer Price Index for the Prior Rolling Twelve-Month Period (as defined below). The Consumer Price Index or "CPI-U" means the All Items Consumer Price Index for All Urban Consumers – in the San Francisco / Oakland / San Jose Metropolitan Area, standard reference base period 1982 – 1984 = 100 as prepared by the United States Department of Labor Bureau of Labor Statistics ("BLS") or its successor. If BLS designates an index with a new title or code number or table number as being the continuation of the index cited above, the new index will be used. Otherwise, the parties shall agree upon a new index. The "Prior Rolling Twelve Month Period" shall be calculated by establishing the CPI-U on each August 1st as compared to the immediately preceding August 1st during every year of the Term.

(C) Change of Law. The parties acknowledge that solid waste disposal is a highly regulated and highly taxed enterprise. From time to time, state, federal and local governments impose new taxes or increase existing Fees and Taxes. In addition, changes in laws and regulations require additional investment of capital and cause Company's costs of operations to increase. These tax and cost requirements are unavoidable by Company. If new or increased Fees and Taxes or increased regulatory compliance costs are at any time imposed, assessed, levied or charged on Company's waste management and disposal activities, or if increased operational costs result from changes in regulations, permit conditions or regulatory interpretation (together the "Allowable Costs"), the Basic Disposal Price shall be equitably adjusted to allow Allowable Costs to be passed through to Customer by a Basic Disposal Price adjustment; provided, however, such Allowable Costs must be ratably shared across all applicable customers of Company utilizing the Disposal Site. Notwithstanding anything contained herein to the contrary, a determination by any governmental entity (including, without limitation, the State of California, or Solano County) that Diversion Materials utilized by Company hereunder as alternative daily cover shall no longer qualify for AB 939 diversion credits shall constitute the imposition of new taxes and allow for adjustment to the Basic Disposal Price for Waste Used as ADC in accordance with the terms of this Section 4(C). Company shall notify Customer of its calculation of the new Basic Disposal Price per ton (the "New Rate"), including with such notice the methodology used to calculate the New Rate and Customer shall have thirty (30) days from the date of such notice to dispute the New Rate or the manner in which it was calculated..

(D) Special Waste. The Basic Disposal Price for Special Waste shall be as set forth in Exhibit A, which may be amended and updated from time to time by the mutual agreement of the parties to add additional agreed upon Special Waste Streams.

(E) Cumulative Compensation. Every adjustment to Company's compensation pursuant hereto will be cumulative and in addition to every other adjustment pursuant hereto.

(F) Billings. Company will invoice Customer in arrears for all fees described in this Section 4 with respect to all Transfer Station Waste delivered hereunder, within ten (10) days after the end of each calendar month. Customer shall pay such invoice within forty-five (45) days of the date of the invoice without further notice by Company. Any amount due under this Agreement that is not paid in full by Customer within forty-five (45) days of the date of invoice shall be subject to a late charge on the overdue amount equal to the lower of: (a) one percent (1.0%) per month; or (b) the highest amount permitted by applicable law.

(G) Books and Records. Company will keep daily records of the weight or volume of Customer's waste received at the Disposal Site and charges therefor for the most recent twelve (12) month period, and upon reasonable prior notice, Customer may inspect the same.

5. Insurance. During the Term of this Agreement, Customer and Company shall each provide and maintain in force, at its respective expense, insurance coverage that meets the minimum limits set forth on Exhibit B, which is attached hereto and made a part hereof. If requested, Customer or Company, as applicable, shall provide copies of policies of insurance evidencing the coverage required above prior to the disposal of Transfer Station Waste under this Agreement. Every such certificate shall state that the policies of insurance described therein have been issued and are in force on the date of execution of the certificate.

6. Indemnity.

(A) Indemnification of Company. Customer shall fully and forever defend, indemnify and hold harmless Company and its successors, affiliates, assigns, officers, directors, employees and agents against and in respect of any and all costs, losses, damages, deficiencies, expenses or liabilities (including court costs and reasonable attorneys' fees and expenses), threatened, suffered or paid, to the extent caused by: (a) any breach of any representation or warranty made by Customer in this Agreement or in any certificate, document or instrument given pursuant hereto or in connection herewith; (b) any failure by Customer to perform or otherwise fulfill or comply with any undertaking, agreement or obligation on the part of Customer to be performed, fulfilled or complied with hereunder; (c) any claim by any third party of ownership of or any rights or interests in any waste accepted by Company under this Agreement; (d) any bodily injury, personal injury (including death) or property damage resulting from the actions or omissions of Customer or its employees, agents or subcontractors; (e) Unacceptable Waste delivered by Customer to the Disposal Site; or (f) any act or omission for which Customer shall be found legally liable.

(B) Indemnification of Customer. Except as otherwise provided for herein, Company shall fully and forever defend, indemnify and hold harmless Customer and its successors, affiliates, assigns, officers, directors, employees and agents against and in respect of any and all costs, losses, damages, deficiencies, expenses or liabilities (including court costs and reasonable attorneys' fees and expenses), threatened, suffered or paid, to the extent caused by: (a) any breach by Company of any representation or warranty made by Company in this Agreement or in any certificate, document or instrument given pursuant hereto or in connection herewith; (b) any failure by Company to perform or otherwise fulfill or comply with any undertaking, agreement or obligation on the part of Company to be performed, fulfilled or complied with hereunder; (c) any bodily injury, personal injury (including death) or property damage resulting from the actions or omissions of Company, its employees, agents or subcontractors; and (d) any act or omission for which Company shall be found legally liable. This obligation to indemnify Customer shall require Company to indemnify City, as provided in this Section 6(B), from and against any claim, liability or expense resulting from the transport and delivery by Customer of Transfer Station Waste to Company pursuant to this Agreement.

(C) Survival. The provisions of this Section 6 shall survive the expiration or earlier termination of the Agreement.

7. Default.

(A) Failure to Pay Amounts Due. Customer shall be in default hereof if it fails to pay any invoiced amount in accordance with the terms set forth in Section 4, above.

(B) In Event of Breach. In addition to Section 7(A) above, either party shall be in default hereof if said party breaches or fails to perform any covenant, condition, agreement representation or warranty contained in this Agreement and fails to cure such breach or failure within thirty (30) days after the other party has given the breaching party written notice thereof; provided, however, that, if such failure or breach is of such nature as to not be curable within said thirty (30) day period, an event of default shall not be deemed to have occurred to the extent the breaching or failing party shall have commenced curative action within the prescribed thirty (30) day period and prosecuted the same with due diligence to completion thereafter, but in no event beyond sixty (60) days after receipt of the default notice. In any such event of default, the non-breaching party may: (i) terminate this Agreement; and/or (ii) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right of all damage or loss suffered as a result of such breach or default. In the event either party waives default by the other party, such waiver must be in writing and shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

8. Miscellaneous.

(A) Force Majeure. The performance of this Agreement by either party may be suspended (except for the payment of amounts due and owing) and the obligations of such party hereunder excused or extended in the event, and during the period, that such performance is prevented, hindered or delayed by a cause or causes beyond the reasonable control of such party. Matters beyond the reasonable control of either party include, but are not limited to, acts of God, terrorism or war physically destroying facilities or equipment essential to the performance of this Agreement, injunctions or restraining orders making the performance of this Agreement impossible, and governmental or judicial action or inaction, for reasons beyond either party's reasonable control, revoking, suspending, or preventing issuance of any licenses or permits required for operation of the Disposal Site. In the event of disruption of services under any such circumstances, Customer and Company shall make every reasonable effort to reopen their respective facilities as soon as practicable after the cessation of the cause of suspension of services, and will take all reasonable steps to overcome the cause of cessation of services. Additionally, in the event of a disruption of services under an event of force majeure, Company will make commercially reasonable efforts to secure an alternate disposal site for disposal of Transfer Station Waste delivered by Customer during such time the Disposal Site is unable to accept Transfer Station Waste, and the parties hereto shall negotiate in good faith to increase the Basic Disposal Prices to reflect increased disposal costs associated with the use of such sites. If the suspension of either party's obligations under this subparagraph shall continue for longer than ninety (90) days, the other party shall be entitled to terminate this Agreement by giving written notice to the other party within thirty (30) days after the end of such ninety-day period.

(B) Taxes and Changes in Regulations Requiring Expenditures. Customer shall pay any and all taxes, charges and assessments on its storage, handling and transportation of waste to the Transfer Station or use thereof which Customer may be required to pay or collect under any

federal, state or local law or authority now in effect or hereafter passed. Customer shall not be responsible for the payment of any taxes, charges and assessments required to be paid by Company under the Internal Revenue Code, as amended, or under any state or local income, gross receipts or property tax, as it relates to Company operations.

(C) Independent Contractor. Company's service hereunder is rendered to Customer as an independent contractor, and neither Company nor any of its employees is authorized to represent Customer's interest or to take any action for Customer's account. Customer shall have no control over the employment, discharge, compensation of or services rendered by Company's employees. Conversely, Customer shall not represent Company's interests or take any action for Company's account. Company shall have no control over the employment, discharge, compensation of or services rendered by Customer's employees.

(D) Severability. Should any provision of this Agreement become inoperable because of any change in statute, law, regulation, legal process or decision, or other reasons, the elimination of that provision shall not affect the operation of the balance of this Agreement, which shall continue in force unabated except in accordance with other termination provisions contained herein.

(E) Assignment. Neither party shall assign or otherwise transfer, its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other, which consent shall not be unreasonably withheld; provided, however, that the parties hereby acknowledge and agree that: (i) City is a third party beneficiary with the same right as Customer to enforce this Agreement; (ii) any assignment of this Agreement shall require City approval; and (iii) in the event this Agreement is terminated during the Term by Customer or Company in accordance with the terms of this Agreement, City may assume or, subject to Company's approval, assign this Agreement and shall have an additional thirty (30) days to cure any uncured defaults by Customer. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of each of the parties hereto.

(F) Specific Services. This is an Agreement for the performance of specific services described herein. Under no circumstances or conditions shall the operations of Disposal Site by Company, in accordance with this Agreement, be deemed a public function, nor has Customer acquired an interest, ownership or otherwise in the real or personal property or improvements or fixtures at the Disposal Site by virtue of this Agreement.

(G) Notices. All notices or other communications to be given hereunder shall be in writing and shall be deemed given when delivered by a nationally recognized overnight courier service or three (3) days after being mailed by Registered or Certified United States mail, postage prepaid:

To Customer:

Solid Wastes Systems, Inc.
Attention: Dave Carroll
3151 Taylor Drive
Ukiah, California 95482

With a copy to:

David Cohen, Esq.

455 N. Whisman Road, Suite 100
Mountain View, California 94043

To Company:

Potrero Hills Landfill
Attention: District Manager
3675 Potrero Hills Lane
Suisun City, California 94585

With a copy to:

Waste Connections, Inc.
Attention: Legal Department
3 Waterway Square Place, Suite 110
The Woodlands, Texas 77380

Any changes of address by either party shall be by notice given to the other in the same manner as specified above.

(H) Attorneys' Fees. In the event of any litigation or arbitration between the parties hereto with respect to the subject matter hereof, the prevailing party shall recover its costs and expenses, including reasonable attorneys' fees, witness fees, expert fees and discovery costs, all of which shall be included in and as a part of the judgment or award rendered in such litigation or arbitration.

(I) Applicable Law. The terms and conditions of this Agreement shall be construed in accordance with the laws of the State of California, without regard to that State's conflicts of law jurisprudence.

(J) Paragraph Headings. The paragraph headings in this Agreement are inserted for convenience only and are in no way to be construed as part of this Agreement or as a limitation or enlargement of the scope or meaning of the particular sections or paragraphs to which they refer, and shall not affect the interpretation of any provisions of this Agreement.

(K) Entire Agreement; Amendment. This instrument embodies the whole Agreement of the parties hereto. There are no promises, terms, conditions or obligations referring to the subject matter other than contained herein. No modification or amendments of this Agreement shall be effective unless made in writing and signed by both parties.

***[Remainder of Page Intentionally Left Blank;
Signature Page Immediately Follows]***

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized agents, as of the date first above written.

Customer:

SOLID WASTES SYSTEMS, INC.

Company:

POTRERO HILLS LANDFILL, INC.

By: _____
Name: _____
Title: _____

By: Paul Nelson
Name: PAUL NELSON
Title: DIVISION VICE PRESIDENT

EXHIBIT A

BASIC DISPOSAL PRICES

TYPE OF WASTE	RATE (Effective 1/1/17 – 12/31/17)
Acceptable Waste	\$23.50/ton ¹
Waste Used as ADC	\$15.30/ton ^{1/2}
Sludge (Special Waste)	\$14.00/ton ¹

¹The above rates are inclusive of all fees, surcharges, and taxes.

²The parties acknowledge and agree that Company may utilize a portion of Customer's Acceptable Waste and/or Special Waste for use as alternative daily cover ("ADC") at the Disposal Site. Further, the parties acknowledge and agree that the Basic Disposal Price charged by Company for "Waste Used as ADC" is discounted from normal disposal rates at Disposal Site and is entirely dependent on Company's ability to utilize such waste as ADC. It is within Company's sole and absolute discretion to determine what waste streams may be utilized as ADC at the Disposal Site, and this determination may change from time to time. Notwithstanding anything to the contrary contained herein, if any entity, agency, court, or governmental body with jurisdiction over Company's facility or operations, determines that Company cannot continue to utilize waste accepted hereunder and previously utilized by Company as ADC at Company's facility, then immediately upon the effective date of such determination the Basic Disposal Price for such waste stream shall either be the then current rate for Acceptable Waste (assuming such material qualifies as Acceptable Waste) or the then current rate for Special Waste as may be agreed to by the parties.

EXHIBIT B

INSURANCE COVERAGE LIMITS

<u>Coverage</u>	<u>Limits of Liability</u>
1. Automobile Liability with broadened form pollution coverage, for all vehicles used in the performance of duties under this Agreement	\$ 2,000,000 minimum CSL per occurrence
2. Automobile Property Damage, for all vehicles used in the performance of duties under this Agreement.	\$ 2,000,000 minimum CSL per occurrence
3. Commercial General Liability	\$ 2,000,000 minimum CSL per occurrence
4. Employer's Liability	\$1,000,000 each accident \$1,000,000 disease \$1,000,000 each employee
5. Workers' Compensation	Statutory as prescribed by state law
6. Excess / Umbrella Liability	\$5,000,000 in excess of 1. 2. 3. & 4. above
• All policies, except workers' compensation, will add the other party as an additional insured.	
• All policies will contain waivers of subrogation in favor of the other party.	
• All policies of each party shall be primary and non-contributory to any insurance policies carried by the other party, to the extent of such party's indemnification obligations hereunder.	
• All policies will be written on an occurrence form basis.	
• All insurance companies providing the policies herein shall be listed in the most recent edition of A.M. Best's insurance reports with a size category of VII or larger, and a rating classification of A- or better. These A.M. Best ratings are to be maintained throughout the Term of this Agreement.	

ADDENDUM ONE TO TRANSFER STATION AGREEMENT

This Addendum One to Transfer Station Agreement (the "Addendum") is made between the City of Ukiah, a municipal corporation (hereinafter "City"), Solid Wastes Systems, Inc., a California corporation (hereinafter "Contractor"), and Yulupa Investments, LLC, a California limited liability company ("Owner"), effective as of _____, 2016, with reference to the following:

A. City, Contractor and Owner are parties to that certain Second Amended and Restated Transfer Station Agreement dated October 7, 2015 (the "Transfer Station Agreement"), and wish to amend the Transfer Station Agreement on the terms herein.

NOW, THEREFORE, in and for the mutual covenants herein and other good and valuable consideration, the parties hereby agree as follows:

1. Section 3 of the Transfer Station Agreement is amended to read as follows:

"3. Term. 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; (b) Contractor must give City simultaneous notice that it will exercise its option to extend the term of the Solid Waste Disposal Agreement with Potrero Hills Landfill that became effective on January 1, 2017 (the "PHL Agreement") in accordance with the terms of the PHL Agreement; (c) City must approve Contractor's exercise of the Option and of its option to extend the term of the PHL Agreement; and (d) Contractor must, in fact, exercise its option to extend the term of the PHL Agreement and PHL must approve the exercise of the Option in accordance with the terms of the PHL Agreement. The Option may not be exercised unless Contractor is in material compliance with the terms of this Agreement and the Transfer Station Lease attached as Exhibit F hereto at the time of exercise and on December 31, 2031. 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 Lease and the Collection Agreement."

2. Exhibit F to the Transfer Station Agreement is replaced with the copy of Exhibit F attached to this Addendum.

3. Except as expressly amended by this Addendum, the terms and conditions of the Transfer Station Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first set forth above.

Solid Wastes Systems, Inc.

By: _____
President

Yulupa Investments, LLC

By: _____
President

City of Ukiah

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

TRANSFER STATION LEASE

THIS TRANSFER STATION LEASE (the “Lease”) is made between the City of Ukiah, a municipal corporation (“Lessor”), and Solid Wastes Systems, Inc., a California corporation (“Lessee”), as of the later of 1st day of January, 2017 or the date of the closing of Lessor’s Purchase of the Premises from Lessee, with reference to the following:

- A. Pursuant to that certain Second Amended and Restated Transfer Station Agreement between Lessor, Lessee and Yulupa Investments, LLC (“Yulupa”) dated October 7, 2015 (the “Agreement”), Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, that certain improved real property situated in the City of Ukiah, County of Mendocino, State of California, commonly known as 3151 Taylor Drive (the “Premises”).
- B. Capitalized terms used herein have the meaning stated in the Agreement, unless otherwise expressly stated 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, Lessor and Lessee agree as follows:

1. Lease. Lessor hereby leases the Premises to Lessee on the terms and conditions of this Lease.
2. Term. The term hereof shall commence on the later of January 1, 2017 or the date of the closing of Lessor’s purchase of the Premises from Lessee (“Commencement Date”) and continue until the expiration or termination of the term of the Agreement (including extensions thereof).
3. Rent. The monthly rent shall equal the product of \$10.00 times the number of tons of Acceptable Waste accepted by Lessee at the Premises during such month for which Lessee charges a per ton or per yard MSW Rate (as of September 1, 2016 approximately 35,000 tons per year). Such rent shall be paid to Lessor in arrears, within thirty (30) days after the end of the month, at City Hall, 300 Seminary Drive, Ukiah, California 95482, or at such other place as may be designated by Lessor from time to time. Each monthly rent payment shall be accompanied by a statement showing the tons of Acceptable Waste received by Lessee through the gate at the Premises during the relevant month. Cubic yards received through the gate for the purpose of rent due will be converted to tons at 5.54 cubic yards equals one ton. The per ton monthly rent may be increased annually on January 1st (beginning January 1, 2018), at Lessor’s election exercisable by written notice given to Lessee at least ninety (90) days prior to the date of increase, by the percentage increase, 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 (the “Index”) for the twelve-month period ended on the June 30th immediately prior to the notice, using the Index published for such June as compared with the Index published for June of the prior year. On January 1, 2022 and every five years thereafter, Lessor may increase the per ton monthly rent on one hundred twenty (120) days’ prior written notice to Lessee, provided that such increase, when passed through to the Transfer Station Rates, does not cause those Rates to exceed the average rates of the facilities in competition with the Transfer Station.
4. Acceptance of Premises in “AS IS” Condition. Lessee acknowledges that Lessee constructed and has owned, operated and maintained the Premises until they were conveyed to Lessor just prior to the Commencement Date (except that Yulupa has owned the Premises since early 2008). As of the Commencement Date, Lessee accepts the building, improvements and any equipment on or in the Premises in their existing condition. No representation, statement or warranty, express or implied, has

been made by or on behalf of Lessor as to such condition or as to the use that may be made of such property. In no event shall Lessor be liable for any defect in such property or for any limitation on its use.

5. Use. The Premises are to be used for the operation of a solid waste transfer station in accordance with the Agreement, and any related activities lawfully conducted by Lessee.

6. Uses Prohibited. Lessee shall not use any portion of the Premises for purposes other than those specified hereinabove, and no use shall be made or permitted to be made upon the Premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering said property.

7. Assignment and Subletting. Lessee shall not assign this Lease or sublet any portion of the Premises without the prior written consent of Lessor, which shall be in Lessor's sole and absolute discretion to give. Any such assignment or subletting without such consent shall be void and, at the option of the Lessor, may terminate this Lease.

8. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the continuing use thereof by Lessee.

9. Maintenance, Repairs, Alterations. Lessee acknowledges that the Premises are in good order and repair. Lessee shall, at its own expense and at all times, maintain the Premises (including all improvements) in good order and repair, keep the Premises clean and in good and safe condition, do no damage to the Premises, and shall surrender the Premises, at termination or expiration of this Lease, in as good condition as received, normal wear and tear excepted. Lessee's obligation includes any reconstruction or replacement of the Improvements necessary to maintain the Premises in good condition for the uses allowed under this Lease.

No improvement or alteration of the Premises shall be made by Lessee without the prior written consent of Lessor. Prior to the commencement of any substantial repair, improvement or alteration to which Lessor shall so consent, Lessee shall give Lessor at least two (2) days advance written notice in order that Lessor may post appropriate notices to avoid any liability for liens.

10. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the Premises without prior notice during hours when the Premises are open to the public and at other reasonable times upon reasonable notice for the purpose of inspecting the same, and will permit Lessor to place upon the Premises any usual "To Let" or "For Lease" signs, and permit persons desiring to Lease the same to inspect the Premises thereafter, within six (6) months prior to expiration of this Lease.

11. Indemnification of Lessor. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the Premises or any part thereof, and Lessee agrees to fully indemnify, defend and hold Lessor harmless from and against any claims for damages arising out of Lessee's use of the Premises, no matter how caused, and from any expense, cost, or liability associated with such claim or the defense of any such claim.

12. Insurance. Lessee, at its expense, shall maintain public liability insurance, including bodily injury and property damage, in accordance with the terms of Section 9 of the Agreement.

13. Utilities. Lessee shall be responsible for the payment of all utilities, including water, gas, electricity, heat and other services delivered to the Premises during the term hereof.

14. Abandonment of Premises. Lessee shall not vacate or abandon the Premises at any time during the term hereof, and if Lessee shall abandon or vacate the Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee left upon the Premises shall be deemed to be abandoned, at the option of Lessor.

15. Condemnation. If any part of the Premises shall be taken or condemned for public use, and a part thereof remains which is susceptible of occupation hereunder, this Lease shall, as to the part taken, terminate as of the date the condemnor acquires possession, and thereafter Lessee shall be required to pay such proportion of the rent for the remaining term as the value of the Premises remaining bears to the total value of the Premises at the date of condemnation; provided, however, that Lessee may at its option, terminate this Lease as of the date the condemnor acquires possession. In the event that the Premises are condemned in whole, or that such portion is condemned that the remainder is not susceptible for use hereunder, this Lease shall terminate upon the date upon which the condemnor acquires possession. All sums which may be payable on account of any condemnation shall belong to the Lessor, and Lessee shall not be entitled to any part thereof; provided, however, that Lessee shall be entitled to retain any amount awarded to Lessee for its trade fixtures or moving expenses.

16. Trade Fixtures. Any and all fixed improvements made to the Premises during the term hereof shall belong to Lessor, except trade fixtures of the Lessee. Lessee may, upon termination hereof, remove all its trade fixtures, subject to Lessor's rights under Section 10.2.2 of the Agreement, but shall repair or pay for all repairs necessary for damages to the Premises occasioned by such removal.

17. Destruction of Premises. In the event of a whole or partial destruction of the Premises during the term hereof from any cause, Lessor shall forthwith repair the same provided that the insurance proceeds are sufficient for such purpose and provided that such repairs can be made within one hundred twenty (120) days under existing governmental laws and regulations, but such partial destruction shall not terminate this Lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the Premises. If such repairs cannot be made with the available insurance proceeds or within said one hundred twenty (120) days, Lessor or Lessee, at its option, may make the same within a reasonable time, this Lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made with the available insurance proceeds or within one hundred twenty (120) days, this Lease may be terminated at the option of either party.

18. Insolvency. In the event a receiver is appointed to take over the business of Lessee, or in the event Lessee makes a general assignment for the benefit of creditors or Lessee takes or suffers any action under any insolvency or bankruptcy act, the same shall constitute breach of this Lease by Lessee.

19. Remedies of Lessor on Default. In the event of any breach of this Lease by Lessee, Lessor may, at its option, terminate the Lease and recover from Lessee: (a) the worth at the time of award of the unpaid rent which was earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Lessee proves could be reasonably avoided; and (d) any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom.

Lessor may, in the alternative, continue this Lease in effect, as long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all its rights and remedies under the Lease, including

the right to recover the rent as it becomes due under the Lease. If said breach of Lease continues, Lessor may, at any time thereafter, elect to terminate the Lease.

Nothing contained herein shall be deemed to limit any other rights or remedies which Lessor may have.

20. Attorney's Fees. In case suit should be brought for recovery of the Premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

21. Waiver. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver of such term.

22. Notices. Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the Premises, or Lessor at the address set forth in Section 3 above, or at such other places as may be designated by the parties hereunder from time to time.

23. Time. Time is of the essence of this Lease.

24. Heirs, Assigns, Successors. This Lease is binding upon and shall inure to the benefit of the respective heirs, assigns and successors in interest to each of the parties.

25. Property Taxes. Lessee shall pay all Property Taxes on the Premises, including any improvements thereon (such as the Improvements). For purposes of this Lease, "Property Taxes" shall mean: (a) all real estate taxes and other assessments on the Premises and/or any improvements, including assessments for special improvement districts and building improvement districts, taxes and assessments levied in substitution or supplementation in whole or in part of any such taxes and assessments; (b) all personal property taxes for property that is owned by Lessor and used in connection with the operation, maintenance and repair of the Premises and/or improvements; (c) all governmental charges attributable to the Premises (such as business license taxes and fees); and (d) all costs and fees incurred in connection with seeking reductions in any tax liabilities described in (a) or (b) above, including, without limitation, any costs incurred by Lessor for compliance, review and appeal of Property Tax liabilities. The parties shall use their best efforts to maintain or decrease the assessed value of the Premises upon conveyance of the Premises to Lessor.

26. Lessor's Liability. The term "Lessor," as used in this paragraph, shall mean only the owner of the real property or Lessee's interest in a ground lease of the Premises. In the event of any transfer of such title or interest, the Lessor named herein (or the grantor in case of any subsequent transfers) shall be relieved of all liability related to Lessor's obligations to be performed after such transfer; provided, however, that any funds in the hands of Lessor or grantor at the time of such transfer shall be delivered to grantee. Lessor's aforesaid obligations shall be binding upon Lessor's successors and assigns only during their respective periods of ownership.

27. Estoppel Certificate.

(a) Lessee shall at any time upon not less than ten (10) days' prior written notice from Lessor execute, acknowledge and deliver to Lessor a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor

hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer to the Premises.

(b) At Lessor's option, Lessee's failure to deliver such statement within such time shall be a material breach of this Lease or shall be conclusive upon Lessee (i) that this Lease is in full force and effect, without modification except as may be represented by Lessor, (ii) that there are no uncured defaults in Lessor's performance, and (iii) that not more than one month's rent has been paid in advance or such failure may be considered by Lessor as a default by Lessee under this Lease.

(c) If Lessor desires to finance, refinance or sell the Premises, or any part thereof, Lessee hereby agrees to deliver to any lender or purchaser designated by Lessor such financial statements of Lessee as may be reasonably required by such lender or purchaser. Such statements shall include the past three years' financial statements of Lessee. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

28. Hazardous Materials. Lessee shall indemnify and hold harmless Lessor with respect to the discharge by Lessee or its agents of any toxic or hazardous materials on or in the Premises during the term hereof.

29. Entire Agreement. The foregoing (including, where applicable, the Agreement) constitutes the entire agreement between the parties with respect to the Premises and may be modified only by a writing signed by both parties. Capitalized terms used, but not defined, herein shall have the respective meanings given them in the Agreement.

30. Governing Law; Forum. This Lease shall be construed in accordance with the internal laws of the State of California (irrespective of choice of law principles). Any dispute hereunder shall be resolved in the state courts in Mendocino County and state appellate courts. The parties waive any right to a jury trial.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

CITY OF UKIAH (LESSOR)

SOLID WASTES SYSTEMS, INC. (LESSEE)

By: _____

By: _____

Title: _____

Title: _____



Solid Waste Discussion

Tim Eriksen, Public Works Director

Dan Buffalo, Finance Director



Items for Consideration

- 
1. Landfill Disposal Contract
 2. Landfill closure financial plan
 3. Tipping fee adjustment at transfer station
 4. Initiation of Prop 218 process to adjust curbside collection rates



Disposal Contract and Associated Contract Adjustments

- ▶ Ukiah waste Stream currently is transferred to Eastlake Landfill in Lake County. Contract ends in December 31, 2016
 - ▶ Proposed Landfill Potrero Hills in Suisun City
 - ▶ City of Ukiah has the flow control and that is why we are approving this contract
 - ▶ The contract is a 15 year contract with extension options
 - ▶ The lease of the transfer station and the amendment to the transfer station agreement are also being processed.
- 



Disposal Contract and Associated Contract Adjustments (cont)

The numbers:

- ▶ The Agreement provides a \$23.50/ton gate fee, increasing each year by 90% of the cost of living, which is initially \$17.87 per ton less than the current gate fee at the Eastlake Landfill.
- ▶ Even with the increased transportation cost, the Agreement represents a substantial savings which is essential to the financial plan for funding closure and post-closure costs of the Ukiah Landfill.

Recommended action:

- ▶ 1. Approve contract between Solid Waste Solutions Inc. and Potrero Hills Landfill Inc.
- ▶ 2. Direct the City Manager to exercise flow control of Ukiah's municipal solid waste directing that it be transported to the Potrero Hills Landfill in Suisun City, California.
- ▶ 3. Approve amendment to Transfer Station Agreement.
- ▶ 4. Approve amended Transfer Station Lease.



Landfill Closure Financial Plan

- ▶ January 6, 2006, Council considered strategy to fund closure, post-closure, and corrective action plan
- ▶ Costs derived from engineer's estimates
 - ▶ 30 year plan/15 year funding
 - ▶ Mandated by CalRecycle
- ▶ Resolution 2016-03 requires Finance Director to update council every October
- ▶ City must provide financial assurances to fund closure
 - ▶ General fund
- ▶ Ad hoc committee review
 - ▶ Recommended adjustment to tipping fee to finance the project



Landfill Closure Financial Plan (cont)

The numbers:

- ▶ Costs (based on engineer's estimates):
 - ▶ \$24.76 million
 - ▶ Closure, post-closure (\$23.61 million)
 - ▶ Corrective action plan (\$1.15 million over 30 years)
- ▶ Funding available:
 - ▶ \$8.2 million
- ▶ Resources needed:
 - ▶ \$16.56 million

Recommended action:

- ▶ Increase tipping fee at transfer station by \$12 (total of \$14)



Recommended Gate Rate at the Ukiah Transfer Station

- ▶ Every five (5) Years, as provided for in the Agreement between the City and Solid Waste Systems, the City assesses the Transfer Station Disposal Rates, and determines if such Rates require adjustment.
- ▶ The rate setting process began with a rate request submitted by the Company asking for no change to the Transfer Station Disposal Rates.
- ▶ City Staff then reviews this request and accepts or proposes and alternatives.



Recommended Gate Rate at the Ukiah Transfer Station(cont)

The numbers:

- ▶ Staff considered the component costs of this request to leave rates unchanged, and studied the company's reviewed financial statements to arrive at a rate decrease of the Company's existing rates of (0.43%)
- ▶ The proposed rate at the transfer station is \$92.90.
- ▶ This was calculated by adding the company's decrease with the Surcharge of twelve dollars (\$12) per ton in the Transfer Station disposal surcharge. This is and increase in rates of 14.39%.

Recommended action:

- ▶ Receive the report on the proposed rate adjustment at the Ukiah Transfer station



Prop 218 Initiation: Adjustment to Curbside Collection Rates

Purpose:

- Maintain appropriate curbside service
- Meet diversion goals
- Fund landfill closure, post-closure, and corrective action

➤ Process

- Council approves initiation
- 45 day protest period
- Protest procedures adopted by council
- Rate methodology and calculation details can be found on City's website
- Hold public hearing on November 16, 2016



Prop 218 Initiation: Adjustment to Curbside Collection Rates (cont)

Effect:

- ▶ 3.56 – 9.38% increase to curbside rate
 - ▶ Includes increase of \$12 to transfer station tipping fee
 - ▶ Current rate: \$2
 - ▶ New rate: \$14
 - ▶ 3.59% on most service
 - ▶ Example: 32 gallon rate adjusts from \$18.17 to \$18.82 per month
 - ▶ \$0.65 increase
 - ▶ Still the lowest rate in the area (Fort Bragg to Lakeport to Cloverdale)

**AGENDA SUMMARY REPORT**

SUBJECT: FINANCIAL PLAN TO EXTINGUISH IN FIFTEEN YEARS THE ESTIMATED UNFUNDED CLOSURE AND THIRTY-YEAR POST CLOSURE MAINTENANCE COSTS, AND THE CORRECTIVE ACTION PLAN (CAP) RESERVE REQUIREMENTS MANDATED BY CALRECYCLE FOR THE UKIAH LANDFILL.

Summary: City Council will accept the Financial Plan to extinguish in fifteen years the estimated unfunded Closure and thirty-year Post Closure Maintenance costs, and the Corrective Action Plan (CAP) reserve requirements mandated by CalRecycle for the Ukiah Landfill.

Background: The City Council, at its regularly scheduled meeting of January 6, 2016 considered a strategy to provide funding for the ultimate closure, post closure and Corrective Action Plan (CAP) reserve of the Ukiah Landfill. The strategy was memorialized in the City Council Resolution No. 2016-03. The Resolution (Attachment #1) directs the Finance Director to present the initial Landfill Financial Plan to deal with these costs no later than October 2016. The Council resolution dedicates to the costs for closure, post-closure and CAP related expenses: (1) all future Transfer Station Rents paid to the City after it becomes the owner of the Taylor Drive Ukiah Transfer Station on January 1, 2017, and (2) the Transfer Station disposal surcharge in an amount necessary to cover the balance of these costs. The Resolution further requires that the Financial Plan, with any recommended adjustments to the Transfer Station disposal surcharge, be presented annually in September by the Finance Director for Council consideration.

Discussion: The Finance Department, with the input and information provided by the Landfill Closure Ad Hoc and other assembled team members, has prepared, as directed by the Council Resolution 2016-03, the first Landfill Closure Financial Plan (Plan), which is included as Attachment #2. The Plan is based upon Engineer's estimated amounts as mandated by Cal Recycle to provide the regulatory required financial assurance for Closure, Post Closure and Corrective Action Plan (CAP), as well as Fund 700 series annual estimated budgeted amounts to provide oversight and post operation costs.

Based on engineer's estimates, as mandated by CalRecycle, the recommended transfer station per-ton surcharge of \$14 would cover the total cost of closure, post-closure, and a portion of the corrective action plan. However, these are estimates, and as actual costs are borne, staff will make recommended

Continued on Page 2

RECOMMENDED ACTION(S): Accept the initial Financial Plan to extinguish in fifteen years the estimated unfunded Closure and thirty-year Post - Closure Maintenance costs, and the CAP reserve requirements, and ask that staff bring back the plan which includes the recommended twelve (\$12) increase in the Transfer Station disposal surcharge as recommended by the Landfill Closure Ad Hoc Committee for approval at the November 16, 2016 Council meeting.

ALTERNATIVES: Provide an alternative direction.

Citizens advised:

Requested by: Sage Sangiacomo, City Manager

Prepared by: Daniel Buffalo, Finance Director

Coordinated with: Tim Eriksen, Director of Public Works/City Engineer, Sage Sangiacomo, City Manager

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

Attachments: 1. City Council Resolution No. 2016-03

2. 30-Year Landfill Closure Plan Summary, September 2016

COUNCIL ACTION DATE: _____: ☐ Approved ☐ Continued to _____ ☐ Other _____

RECORDS APPROVED: ☐ Agreement: _____ ☐ Resolution: _____ ☐ Ordinance: _____

Note: Please write Agreement No. in upper right corner of agreement when drafted.

Approved: _____

Sage Sangiacomo, City Manager

adjustments to Council, as required by Resolution 2016-03. Nonetheless, at the current surcharge rate of \$2 per ton, estimated closure activities would exceed available resources by \$5.41 million.

The schedule below illustrates this projected effect at the recommended \$14 surcharge rate as compared to the current \$2 rate. This information is detailed further in Attachment 2.

City of Ukiah		
Landfill Closure, Post Closure and Corrective Action		
Financial Proforma Summary of 30 year funding requirements		
Funding Options of Tipping Fee for remaining 15 years of Franchise Agreements		
All Funds		
	Current	Surcharge Effective 01/01/17 to 12/31/31
Current Tipping Fee Surcharge	\$2	\$2
New Tipping Fee Surcharge - 01/01/17	-	12
Total Tipping Fee Surcharge (est avg 30,000 tons/yr)	\$2	\$14
Beginning Balance	8,209,355	8,209,355
Revenues		
Transfer Station Rental	4,650,000	4,650,000
TS Interest	335,033	335,033
Advances from Others	397,400	397,400
New Surcharge	-	5,400,000
Current Surcharge	990,000	990,000
Franchise Fee	990,000	990,000
SD Interest	(16,120)	415,338
SD Land Rental	11,500	11,500
Loan Proceeds	2,500,000	2,500,000
Closure Interest	207,927	207,927
Post Closure Interest	(75,691)	(75,691)
Total Revenues	9,990,049	15,821,507
Expenses		
TS Administration	186,393	186,393
TS Repayment of Advance from Others	401,374	401,374
Closure & Post Closure Admin & Maintenance	4,776,267	4,776,267
Repayment Closure Loan	3,198,322	3,198,322
LOC Fees	156,250	156,250
Closure Costs	10,393,087	10,393,087
Post Closure Admin & Maintenance	4,501,977	4,501,977
Total Costs	23,613,669	23,613,669
Net Funding Sufficiency (Insufficiency) at end of 30 Years	(5,414,265)	417,193

The cost of disposing of garbage today includes the closure and post closure costs accruing from the operation of the landfill which was replaced by the Ukiah Transfer Station. The current customers of the transfer station are benefitted by the closure of the landfill and the opening of the transfer station. A per ton surcharge recovers these costs from the current customers of the transfer station in proportion to their use of the transfer station.

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

RESOLUTION NO. 2016- 03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ESTABLISHING FINANCIAL MECHANISM FOR FUNDING CLOSURE, POST-CLOSURE MAINTENANCE, AND CORRECTIVE ACTION PLAN FOR CITY OF UKIAH SOLID WASTE DISPOSAL SITE**WHEREAS:**

1. The City of Ukiah solid waste disposal site ("Landfill") located at 3100 Vichy Springs Road, Mendocino County Assessor Parcel No. 178-130-01), consisting of a landfill footprint of approximately 40 acres, ceased operations and accepting solid waste in September 2001; and
2. Since September 2001, the City has maintained the Landfill, including monitoring wells surrounding the perimeter of the property and a leachate collection system that captures and disposes of leachate through the City's sewer system; and
3. Under applicable provisions of the California Public Resources Code and in Title 27 of the California Code of Regulations ("CCR"), the City is required to adopt a plan for the closure, post-closure maintenance, and corrective actions required for the Landfill; and
4. Pursuant to 27 CCR 21180(a), the City must provide post-closure maintenance and a corrective action plan reserve ("CAP") for a thirty-year period after closure; and
5. The cash collected by the City to provide for Closure, Post-Closure Maintenance, and the CAP reserve are reflected in the City's financial statements as a net position of the disposal site proprietary fund; and
6. The City is scheduled to complete the closure of the landfill ("Closure") in accordance with its approved closure plan in 2016; and
7. Recently, new and more costly regulatory requirements relating to Closure have been imposed by the California state agencies with jurisdiction over the Closure. These additional requirements, including installation of a methane gas collection system, would have been imposed, even if the Closure had occurred prior to the imposition of these new requirements; and
8. The most recent engineer's estimates for Closure, including the gas collection system and other additional requirements, indicate that the net proprietary fund for the Landfill is not sufficient to cover all of the costs of Closure, Post-Closure Maintenance, and to establish a CAP reserve; and
9. The City must provide the funding for Closure, Post-Closure Maintenance, and the CAP reserve; and
10. On January 1, 2017, pursuant to the Amended and Restated Transfer Station Agreement ("Transfer Station Agreement") between the City of Ukiah and Solid Waste Systems, Inc. ("SWS"), dated December 12, 2011, the City is entitled to acquire legal title to the Transfer Station (Transfer Station) located at 3151 Taylor Drive, Ukiah, California, and the City and SWS are obligated to enter a lease under which SWS will continue to operate the transfer station and pay rent ("Transfer Station Rent") to the City for the use of the Transfer Station; and

10. Dedicating Transfer Station Rent to fund Closure, Post-Closure Maintenance, and the Cap Reserve as further provided herein will provide a source of revenue to fund those obligations which exceed the disposal site proprietary fund; and

11. Commencing on January 1, 2012, the City adopted a City Surcharge on the Gate Fee at the Transfer Station ("Surcharge") to provide a source of revenue in the Landfill/Solid Waste Enterprise Fund for Closure and Post-Closure Maintenance, and the CAP reserve. The Surcharge is currently \$2.00 per ton of Solid Waste received at the Transfer Station. The Surcharge is collected by SWS and remitted to the City, where it is recorded as revenue in the Landfill/Solid Waste Enterprise Fund as Closure and Post-Closure Reserve; and

12. Committing the Surcharge at its current level or any future level approved by the City Council will stabilize the Landfill/Solid Waste Enterprise Fund, provide a dedicated source of revenue to comply with the City's Closure and Post-Closure Maintenance costs, and the establishment and replenishment of the Cap Reserve; and

13. The combination of the disposal site proprietary fund, Transfer Station Rent, and the Surcharge will provide adequate funding for City's Closure and Post-Closure Maintenance costs, and the establishment and replenishment of the Cap Reserve, provided however, that an increase in the Surcharge may be necessary once the final Closure costs and the method of financing the City's obligations is determined;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ukiah as follows:

1. Transfer Station Rent is hereby committed to any unfunded Closure costs, Post-Closure Maintenance costs, and the establishment and replenishment of the CAP reserve.

2. There is hereby established a Transfer Station Rents Special Revenue Fund (Special Revenue Fund) for all Transfer Station Rent revenue which fund is established and dedicated to pay for any Closure costs, Post-Closure Maintenance costs, and the establishment and replenishment of the CAP reserve.

3. Revenue recorded in the Special Reserve Fund shall be given first preference over other revenue sources, other than grants, in funding Closure and Post-Closure Maintenance expenses and CAP reserve requirements that are not funded by the disposal site proprietary fund.

4. Any Closure and Post-Closure Maintenance expenses and CAP reserve requirements not funded by grants, the disposal site proprietary fund, and the Special Revenue Fund shall be funded by the Surcharge.

5. The City Finance Director is hereby directed to prepare for City Council the approval a Financial Plan (Plan) to extinguish in fifteen years the estimated unfunded Closure and thirty-year Post-Closure Maintenance costs, and the CAP reserve requirements, and present the Surcharge to be applied to the Transfer Station Gate Fee commencing on January 1, 2017. The revised Surcharge shall be submitted to the City Council for approval no later than October 2016. Thereafter, in September of each year, the City Finance Director shall prepare an update of the Plan to fund Closure, Post-Closure Maintenance, and CAP requirements. Any recommended increase or decrease in the Surcharge resulting from the annual update of the Plan shall be presented to the City Council for approval in October, and if approved, will be applied to the Transfer Station Gate Fee immediately following January 1st.

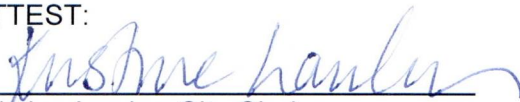
PASSED AND ADOPTED this 6th day of January 2016, by the following roll call vote:

AYES: Councilmember Crane, Mulheren, Doble, Brown, and Scalmanini.
NOES: None
ABSTAIN: None
ABSENT: None



Stephen G. Scalmanini, Mayor

ATTEST:



Kristine Lawler, City Clerk

Financial Proforma Projected - \$14/T Surcharge (\$2 current & \$12 new)		30 Year Totals	Fiscal Years Ending										12/31/26 Option to Extend 5 Yrs		
				1	2	3	4	5	6	7	8	9	10	11	
			2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	
695 Transfer Station Special Revenue Fund															
Estimated Annual Tonnage	30,000		30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	
Revenues															
Transfer Station Rental at \$10/ton for 15 years from 01/01/17 \$	\$ 10.00	4,650,000		150,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	
Other Interest	1%	335,033			-	-	0	23	31	1,990	3,926	5,836	7,720	9,576	11,403
Advances from Other funds for initial Cash Flow of start up	(Assume a Utility Fund)	397,400			177,000	220,400									
Total Revenues		5,382,433	-	327,000	520,400	300,000	300,023	300,031	301,990	303,926	305,836	307,720	309,576	311,403	
Expenses															
Administratration and oversite	2%	186,393		10,000	10,200	10,404	10,612	10,824	11,041	11,262	11,487	11,717	11,951	12,190	
Transfer to Fund 700 for Closure & Post Closure Admin & Maint Costs		2,716,621		317,000	510,167	85,318	89,242	93,265	97,392	101,624	105,963	110,412	114,974	119,650	
Transfer to Fund 702 for Closure Project Costs		-													
Transfer to Fund 704 for Post Closure Project Direct Maintenance Costs		1,703,701													
Repayment of Advance To other Funds with interest	1%	401,374				202,000	199,374								
Total Expenses and Transfers		5,008,089	-	327,000	520,367	297,722	299,228	104,090	108,433	112,886	117,450	122,129	126,925	131,840	
Net Revenue		374,345	-	-	33	2,278	795	195,941	193,557	191,040	188,386	185,591	182,651	179,563	
Beginning Balance		-	-	-	33	2,311	2,311	3,106	199,048	392,605	583,646	772,032	957,623	1,140,274	
Ending Balance		374,345	-	-	33	2,311	3,106	199,048	392,605	583,646	772,032	957,623	1,140,274	1,319,837	

Financial Proforma

Projected - \$14/T Surcharge

(\$2 current & \$12 new)

30 Year Totals

Fiscal Years Ending												Agmts End 12/31/26 , Option to Extend 5 Yrs	
	1	2	3	4	5	6	7	8	9	10	11		
2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027		

Landfill Solid Waste Enterprise Funds

700- Sanitary Disposal Site Operating -
Used for current monitoring and
maintenance costs of the closed landfill,
associated administrative costs and the

Revenues															
Transfer Station Surcharge for Closure Per Ton TBD	\$ 12.00	1/1/2017	5,400,000		180,000	360,000	360,000	360,000	360,000	360,000	360,000	360,000	360,000	360,000	360,000
Transfer Station Current Surcharge for Closure/Post Closure p	\$ 2.00	Current	990,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
Franchise Agreement Closure/Post Closure annual fee UWS	\$ 60,000		990,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
			-												
Other Interest			415,338	3,000	1,129	604	1,801	4,642	5,939	7,258	8,599	9,963	11,350	12,762	14,199
Other Land Rental			11,500	7,700	3,800										
Proceeds of Loan or Advance for Closure Costs - Assume Bal of Project costs & 100% of			2,500,000			2,500,000									
Transfers In - from 702 balance at completion for Post Closure			158,127				158,127								
Transfers In - Advances from 695 Transfer Station Fund			2,716,621												
			13,181,586	130,700	621,929	3,490,771	725,247	573,884	579,205	584,650	590,223	595,926	601,763	607,736	613,849
Expenses															
Closure & Post Closure Administration & Maintenance	2%														
Salary & Benefits			2,017,467	135,700	345,000	258,500	34,500	35,190	35,894	36,612	37,344	38,091	38,853	39,630	40,422
Contract Services			1,175,000	125,000	200,000	150,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Supplies & other costs			126,650	22,250	38,200	38,200	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Fees & Prop Tx			1,457,150	32,150	47,500	47,500	47,500	47,500	47,500	47,500	47,500	47,500	47,500	47,500	47,500
			4,776,267	315,100	630,700	494,200	108,000	108,690	109,394	110,112	110,844	111,591	112,353	113,130	113,922
Payment for Closure Debt	2,500,000		3,198,322			213,221	213,221	213,221	213,221	213,221	213,221	213,221	213,221	213,221	213,221
Transfer to Fund 702 for Closure costs			2,500,000			2,500,000									
Transfer to Fund 704 for Post Closure costs			1,975,044			59,945	119,889	122,287	124,733	127,227	129,772	132,367	135,014	137,715	140,469
Transfer to Fund 704 for Post Closure Contingency			59,945			59,945									
LOC Fees - issuance fee, annual fee, Attorney fees	Assume Intial at 50% 1.75% Annual + Fees		156,250	68,750	43,750	43,750									
			12,665,827	383,850	674,450	3,371,060	441,110	444,198	447,348	450,560	453,837	457,179	460,589	464,066	467,613
Net Revenue			515,759	(253,150)	(52,521)	119,710	284,136	129,686	131,857	134,090	136,386	138,747	141,174	143,670	146,236
Beginning Balance			366,068	366,068	112,918	60,397	180,108	464,244	593,930	725,787	859,876	996,262	1,135,009	1,276,183	1,419,852
Ending Balance			881,827	112,918	60,397	180,108	464,244	593,930	725,787	859,876	996,262	1,135,009	1,276,183	1,419,852	1,566,088
Corrective Action Reserve from Ending Balance	2%			634,000	646,680	659,614	672,806	686,262	699,987	713,987	728,267	742,832	757,689	772,842	788,299
Balance for funding Post Closure - 2% annual inflation assumed.				(521,082)	(586,283)	(479,506)	(208,562)	(92,332)	25,799	145,889	267,995	392,176	518,494	647,010	777,789
Closure Debt issue						(510,167)	(85,318)	(89,242)	(93,265)	(97,392)	(101,624)	(105,963)	(110,412)	(114,974)	(119,650)
Debt Amount	2,500,000														
Rate - annual	0.0325														
Term - Years	15														
Annual Payment	\$213,221.45														
Total Costs of Debt Repayment	\$3,198,321.74														

702- Closure - Restricted by CalRecycle for
Closure of Landfill Costs

Start May 2017

Complete Nov 2017

Revenues						
Interest		207,927	78,433	78,719	50,775	-
Advances from Other Funds		-				
Transfer from 700 Fund for Closure Costs		2,500,000			2,500,000	
		2,707,927	78,433	78,719	2,550,775	-
Expenses						
Landfill Closure costs	8,619,406	8,669,206	49,800	2,873,135	5,746,271	
Assume excess costs at 20%	1,723,881 10,343,287	1,723,881			1,723,881	
Transfer Balance to 700 Sanitary Disposal fund when released by Cal Recycle for Post CL		158,127			158,127	
		10,551,214	49,800	2,873,135	7,470,152	158,127

Financial Proforma
Projected - \$14/T Surcharge
(\$2 current & \$12 new)

Net Revenue		(7,843,287)	28,633	(2,794,416)	(4,919,377)	(158,127)
Beginning Balance		7,843,287	7,843,287	7,871,920	5,077,504	158,127
Ending Balance		0	7,871,920	5,077,504	158,127	0

Agmts End
12/31/26 ,
Option to
Extend 5 Yrs

704 Post Closure - Restricted by CalRecyle for PostClosure Landfill Costs					Start 1/1/2018												
Revenues																	
Interest		1%	(75,691)		-	-	-	599	605	611	618	624	630	636	643	649	
Other			-														
Transfer From 700- Sanitary Disposal Fund for Contingency Fund Balance			59,945	g			59,945										
Transfer From 700- Sanitary Disposal Fund for Post Closure Costs			1,975,044	f			59,945	119,889	122,287	124,733	127,227	129,772	132,367	135,014	137,715	140,469	
Transfer From 695 Transfer Station Fund for Post Closure Costs			1,703,701	c													
			3,662,998		-	-	119,889	120,488	122,892	125,344	127,845	130,395	132,997	135,651	138,357	141,118	
Expenses																	
Landfill Post Closure costs	Est 30 year Liability	119,889	4,501,977				59,944.50	119,889	122,287	124,733	127,227	129,772	132,367	135,014	137,715	140,469	
	Assumes 2% annual inflat	2%															
			4,501,977		-	-	59,945	119,889	122,287	124,733	127,227	129,772	132,367	135,014	137,715	140,469	
Net Revenue																	
			(838,979)		-	-	59,945	599	605	611	618	624	630	636	643	649	
Beginning Balance							-	59,945	60,544	61,149	61,761	62,378	63,002	63,632	64,269	64,911	
Ending Balance							-	59,945	60,544	61,149	61,761	62,378	63,002	63,632	64,269	64,911	65,560

All Funds

Beginning Balance	8,209,355
Revenues	
Transfer Station Rental	4,650,000
TS Interest	335,033
Advances from Others	397,400
New Surcharge	5,400,000
Current Surcharge	990,000
Franchise Fee	990,000
SD Interest	415,338
SD Land Rental	11,500
Loan Proceeds	2,500,000
Closure Interest	207,927
Post Closure Interest	(75,691)
Total Revenues	15,821,507
Expenses	
TS Administration	186,393
TS Repayment of Advance from Others	401,374
Closure & Post Closure Admin & Maintenance	4,776,267
Repayment Closure Loan	3,198,322
LOC Fees	156,250
Closure Costs	10,393,087
Post Closure Admin & Maintenance	4,501,977
Total Costs	23,613,669
Net Surplus (Deficit)	417,192

Financial Proforma
Projected - \$14/T Surcharge
(\$2 current & \$12 new)

Agreements
End 12/31/31

12	13	14	15	16	17	18	19	20	21	22	23	24
2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040

695 Transfer Station Special
Revenue Fund

Estimated Annual Tonnage	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
Revenues														
Transfer Station Rental at \$10/ton for 15 years from 01/01/17 to 12/31/31	\$ 10.00	300,000	300,000	300,000	300,000	150,000	150,000							
Other Interest	1%	13,198	14,962	16,691	18,384	20,041	18,358	18,852	19,040	19,230	19,423	19,617	18,067	16,466
Advances from Other funds for initial Cash Flow of start up	(Assume a Utility Fund)													
Total Revenues		313,198	314,962	316,691	318,384	170,041	168,358	18,852	19,040	19,230	19,423	19,617	18,067	16,466
Expenses														
Administration and oversite	2%	12,434	12,682	12,936	13,195	13,459								
Transfer to Fund 700 for Closure & Post Closure Admin & Maint Costs		124,444	129,357	134,393	139,554	324,843	119,022		-	-	-	-	-	-
Transfer to Fund 702 for Closure Project Costs														
Transfer to Fund 704 for Post Closure Project Direct Maintenance Costs												174,656	178,149	181,712
Repayment of Advance To other Funds with interest	1%													
Total Expenses and Transfers		136,877	142,039	147,329	152,749	338,302	119,022	-	-	-	-	174,656	178,149	181,712
Net Revenue														
		176,321	172,922	169,362	165,636	(168,261)	49,336	18,852	19,040	19,230	19,423	(155,039)	(160,082)	(165,246)
Beginning Balance		1,319,837	1,496,158	1,669,080	1,838,442	2,004,078	1,835,817	1,885,153	1,904,005	1,923,045	1,942,275	1,961,698	1,806,659	1,646,577
Ending Balance		1,496,158	1,669,080	1,838,442	2,004,078	1,835,817	1,885,153	1,904,005	1,923,045	1,942,275	1,961,698	1,806,659	1,646,577	1,481,331

Financial Proforma
Projected - \$14/T Surcharge
(\$2 current & \$12 new)

Agreements
End 12/31/31

12	13	14	15	16	17	18	19	20	21	22	23	24
2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040

Landfill Solid Waste Enterprise Funds

700- Sanitary Disposal Site Operating -
Used for current monitoring and
maintenance costs of the closed landfill,
associated administrative costs and the

Revenues															
Transfer Station Surcharge for Closure Per Ton TBD	\$ 12.00	1/1/2017	360,000	360,000	360,000	360,000	180,000								
Transfer Station Current Surcharge for Closure/Post Closure p	\$ 2.00	Current	60,000	60,000	60,000	60,000	30,000								
Franchise Agreement Closure/Post Closure annual fee UWS	\$ 60,000		60,000	60,000	60,000	60,000	30,000								
Other Interest			15,661	17,150	18,665	20,209	21,782	22,783	23,011	22,042	21,054	20,046	19,019	17,972	16,904
Other Land Rental															
Proceeds of Loan or Advance for Closure Costs - Assume Bal of Project costs & 100% of :															
Transfers In - from 702 balance at completion for Post Closure															
Transfers In - Advances from 695 Transfer Station Fund															
			124,444	129,357	134,393	139,554	324,843	119,022							
			620,104	626,507	633,058	639,763	586,625	141,805	23,011	22,042	21,054	20,046	19,019	17,972	16,904
Expenses															
Closure & Post Closure Administration & Maintenance	2%														
Salary & Benefits			41,231	42,055	42,896	43,754	44,629	45,522	46,432	47,361	48,308	49,274	50,260	51,265	52,290
Contract Services			25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Supplies & other costs			1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Fees & Prop Tx			47,500	47,500	47,500	47,500	47,500	47,500	47,500	47,500	47,500	47,500	47,500	47,500	47,500
			114,731	115,555	116,396	117,254	118,129	119,022	119,932	120,861	121,808	122,774	123,760	124,765	125,790
Payment for Closure Debt	2,500,000		213,221	213,221	213,221	213,221	213,221								
Transfer to Fund 702 for Closure costs															
Transfer to Fund 704 for Post Closure costs															
Transfer to Fund 704 for Post Closure Contingency															
LOC Fees - issuance fee, annual fee, Attorney fees	Assume Intial at 50% 1.75% Annual + Fees		143,278	146,144	149,067	152,048	155,089								
			471,231	474,921	478,685	482,524	486,440	119,022	119,932	120,861	121,808	122,774	123,760	124,765	125,790
Net Revenue			148,874	151,586	154,374	157,239	100,185	22,783	(96,921)	(98,819)	(100,754)	(102,728)	(104,741)	(106,794)	(108,887)
Beginning Balance			1,566,088	1,714,962	1,866,548	2,020,922	2,178,161	2,278,345	2,301,129	2,204,208	2,105,389	2,004,634	1,901,906	1,797,165	1,690,371
Ending Balance			1,714,962	1,866,548	2,020,922	2,178,161	2,278,345	2,301,129	2,204,208	2,105,389	2,004,634	1,901,906	1,797,165	1,690,371	1,581,485

Corrective Action Reserve from Ending Balance	2%	804,065	820,147	836,550	853,281	870,346	887,753	905,508	923,618	942,091	960,932	980,151	999,754	1,019,749
Balance for funding Post Closure - 2% annual inflation assumed.		910,897	1,046,401	1,184,372	1,324,880	1,407,999	1,413,376	1,298,699	1,181,770	1,062,543	940,973	817,014	690,617	561,735

Closure Debt issue		
Debt Amount	2,500,000	
Rate - annual	0.0325	
Term - Years	15	
Annual Payment	\$213,221.45	
Total Costs of Debt Repayment	\$3,198,321.74	

702- Closure - Restricted by CalRecycle for
Closure of Landfill Costs

Revenues												
Interest												
Advances from Other Funds												
Transfer from 700 Fund for Closure Costs												
Expenses												
Landfill Closure costs		8,619,406										
Assume excess costs at 20%		1,723,881	10,343,287									
Transfer Balance to 700 Sanitary Disposal fund when released by Cal Recycle for Post Clk												

Financial Proforma
Projected - \$14/T Surcharge
(\$2 current & \$12 new)

Agreements
End 12/31/31

	12	13	14	15	16	17	18	19	20	21	22	23	24
	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
Net Revenue													
Beginning Balance													
Ending Balance													

704- Post Closure - Restricted by
CalRecycle for PostClosure Landfill Costs

Revenues															
Interest		1%	656	662	669	675	682	689	(886)	(2,508)	(4,179)	(5,900)	(7,671)	(7,748)	(7,825)
Other															
Transfer From 700- Sanitary Disposal Fund for Contingency Fund Balance															
Transfer From 700- Sanitary Disposal Fund for Post Closure Costs			143,278	146,144	149,067	152,048	155,089								
Transfer From 695 Transfer Station Fund for Post Closure Costs							-						174,656	178,149	181,712
			143,934	146,806	149,736	152,724	155,771	689	(886)	(2,508)	(4,179)	(5,900)	166,985	170,401	173,886
Expenses															
Landfill Post Closure costs	Est 30 year Liability	119,889	143,278	146,144	149,067	152,048	155,089	158,191	161,355	164,582	167,874	171,231	174,656	178,149	181,712
	Assumes 2% annual inflat	2%													
			143,278	146,144	149,067	152,048	155,089	158,191	161,355	164,582	167,874	171,231	174,656	178,149	181,712
Net Revenue			656	662	669	675	682	(157,502)	(162,241)	(167,090)	(172,053)	(177,131)	(7,671)	(7,748)	(7,825)
Beginning Balance			65,560	66,216	66,878	67,547	68,222	68,905	(88,597)	(250,838)	(417,928)	(589,981)	(767,112)	(774,783)	(782,531)
Ending Balance			66,216	66,878	67,547	68,222	68,905	(88,597)	(250,838)	(417,928)	(589,981)	(767,112)	(774,783)	(782,531)	(790,356)

All Funds

Beginning Balance

Revenues

- Transfer Station Rental
- TS Interest
- Advances from Others
- New Surcharge
- Current Surcharge
- Franchise Fee
- SD Interest
- SD Land Rental
- Loan Proceeds
- Closure Interest
- Post Closure Interest

Total Revenues

Expenses

- TS Administration
- TS Repayment of Advance from Others
- Closure & Post Closure Admin & Maintenance
- Repayment Closure Loan
- LOC Fees
- Closure Costs
- Post Closure Admin & Maintenance

Total Costs

Net Surplus (Deficit)

Financial Proforma
Projected - \$14/T Surcharge
(\$2 current & \$12 new)

25	26	27	28	29	30
2041	2042	2043	2044	2045	2046

695 Transfer Station Special
Revenue Fund

Estimated Annual Tonnage	30,000	30,000	30,000	30,000	30,000	30,000
Revenues						
Transfer Station Rental at \$10/ton for 15 years from 01/01/17 to 12/31/31	\$ 10.00					
Other Interest	1%	14,813	13,108	11,349	9,534	5,732
Advances from Other funds for initial Cash Flow of start up	(Assume a Utility Fund)					
Total Revenues		14,813	13,108	11,349	9,534	5,732
Expenses						
Administratition and oversite	2%					
Transfer to Fund 700 for Closure & Post Closure Admin & Maint Costs		-	-	-	-	-
Transfer to Fund 702 for Closure Project Costs						
Transfer to Fund 704 for Post Closure Project Direct Maintenance Costs		185,346	189,053	192,834	196,691	200,624
Repayment of Advance To other Funds with interest	1%					
Total Expenses and Transfers		185,346	189,053	192,834	196,691	204,637
Net Revenue		(170,533)	(175,945)	(181,485)	(187,157)	(192,962)
Beginning Balance		1,481,331	1,310,799	1,134,854	953,368	766,211
Ending Balance		1,310,799	1,134,854	953,368	766,211	573,249

Financial Proforma
Projected - \$14/T Surcharge
(\$2 current & \$12 new)

25	26	27	28	29	30
2041	2042	2043	2044	2045	2046

Landfill Solid Waste Enterprise Funds

700- Sanitary Disposal Site Operating -
Used for current monitoring and
maintenance costs of the closed landfill,
associated administrative costs and the

Revenues		
Transfer Station Surcharge for Closure Per Ton TBD	\$ 12.00	1/1/2017
Transfer Station Current Surcharge for Closure/Post Closure p	\$ 2.00	Current
Franchise Agreement Closure/Post Closure annual fee UWS	\$ 60,000	

Other Interest	15,815	14,705	13,573	12,418	11,242	10,042
Other Land Rental						
Proceeds of Loan or Advance for Closure Costs - Assume Bal of Project costs & 100% of :						
Transfers In - from 702 balance at completion for Post Closure						
Transfers In - Advances from 695 Transfer Station Fund						

15,815	14,705	13,573	12,418	11,242	10,042
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Expenses						
Closure & Post Closure Administration & Maintenance	2%					
Salary & Benefits		53,336	54,403	55,491	56,601	57,733
Contract Services		25,000	25,000	25,000	25,000	25,000
Supplies & other costs		1,000	1,000	1,000	1,000	1,000
Fees & Prop Tx		47,500	47,500	47,500	47,500	47,500
		126,836	127,903	128,991	130,101	131,233
		132,388				

Payment for Closure Debt	2,500,000					
Transfer to Fund 702 for Closure costs						
Transfer to Fund 704 for Post Closure costs						
Transfer to Fund 704 for Post Closure Contingency						
LOC Fees - issuance fee, annual fee, Attorney fees	Assume Intial at 50% 1.75% Annual + Fees					
		126,836	127,903	128,991	130,101	131,233
		132,388				

Net Revenue		(111,021)	(113,198)	(115,418)	(117,682)	(119,991)	(122,346)
Beginning Balance		1,581,485	1,470,463	1,357,265	1,241,846	1,124,164	1,004,173
Ending Balance		1,470,463	1,357,265	1,241,846	1,124,164	1,004,173	881,827

Corrective Action Reserve from Ending Balance	2%	1,040,144	1,060,947	1,082,166	1,103,809	1,125,886	1,148,403
Balance for funding Post Closure - 2% annual inflation assumed.		430,319	296,318	159,680	20,355	(121,713)	(266,576)

Closure Debt issue	
Debt Amount	2,500,000
Rate - annual	0.0325
Term - Years	15
Annual Payment	\$213,221.45
Total Costs of Debt Repayment	\$3,198,321.74

702- Closure - Restricted by CalRecycle for
Closure of Landfill Costs

Revenues
Interest
Advances from Other Funds
Transfer from 700 Fund for Closure Costs

Expenses		
Landfill Closure costs	8,619,406	
Assume excess costs at 20%	1,723,881	10,343,287
Transfer Balance to 700 Sanitary Disposal fund when released by Cal Recycle for Post Clk		

**Projected - \$14/T Surcharge
(\$2 current & \$12 new)**



ITEM NO.: 12d

MEETING DATE: September 21, 2016

AGENDA SUMMARY REPORT

SUBJECT: RECEIVE REPORT OF RECOMMENDED RATE ADJUSTMENTS AT UKIAH TRANSFER STATION FOR FUTURE CONSIDERATION

Summary: Council to accept for its consideration the recommendation to adjust the Transfer Station Disposal Rates.

Background: Every five (5) Years, as provided for in the Agreement between the City and Solid Waste Systems, Inc. (Company), the City assesses the Transfer Station Disposal Rates, and determines if such Rates require adjustment.

Discussion: The rate setting process began with a rate request submitted by the Company asking for no change to the Transfer Station Disposal Rates. Staff considered the component costs of this request to leave rates unchanged, and studied the company's reviewed financial statements to arrive at a rate decrease of the Company's existing rates of (0.43%) per ton, or (0.43%) less than requested by the Company. This analysis is depicted in Attachment 1.

Separately, the City Council Landfill Closure Ad Hoc Committee recommended an increase of twelve dollars (\$12) per ton in the Transfer Station disposal surcharge. Staff then applied the effect of that recommended amount to the Company's rate decrease to arrive at a recommended net increase in rates of 14.39%. The Transfer Station recommended disposal rate increases to \$92.90 from \$81.21 per ton, is a result of the recommended \$12 landfill closure disposal surcharge increase. The City Council will conduct a hearing on that proposed increase in accordance with Ukiah City Code Sections 3950-3957 on November 16, 2016, giving the ratepayer a time and place to comment on the recommended rate adjustment before adoption of any rate change.

Resultingly, Attachment 2 proposed rate schedule reflects increase in per ton based rates of 14.39% and decreases in certain other categories including green waste desposal of (0.43%).

The proposed increase related to the disposal surcharge is necessary to fund the CalRecycle mandated costs of closure, post-closure, and corrective action plan of the City's landfill, while continuing to allow the City's Transfer Station operator to recover the cost of providing service to customers and meet its diversion goals.

RECOMMENDED ACTION(S): 1. Receive the report on the proposed rate adjustment at the Ukiah Transfer station.

ALTERNATIVES: N/A

Citizens advised: N/A
Requested by: Sage Sangiacomo, City Manager.
Prepared by: Tim Eriksen, Director of Public Works/City Engineer.
Coordinated with: Five Year Rate Review Ad Hoc (Councilmembers Brown and Mulheren), David Rapport, City Attorney, Daniel Buffalo, Director of Finance
Presenter: Tim Eriksen, Director of Public Works/City Engineer, Daniel Buffalo, Director of Finance
Attachments: 1. Solid Waste Systems annual adjustment calculations
2. Proposed rates at the Ukiah Transfer Station

COUNCIL ACTION DATE: _____: ☐ Approved ☐ Continued to _____ ☐ Other _____

RECORDS APPROVED: ☐ Agreement: _____ ☐ Resolution: _____ ☐ Ordinance: _____

Note: Please write Agreement No. in upper right corner of agreement when drafted..

Approved: 
Sage Sangiacomo, City Manager

Over the next five years, the proposed rate structure is subject to annual adjustment for certain costs, based upon changes in the San Francisco Bay Area Consumer Price Index for All Urban Consumers (CPI-u), as reported in April of each year; for potential changes in the fuel index; and to allow for various pass-through landfill disposal and other fees that may occur but yet are unknown. If approved by Council, initial rates shall be implemented for service commencing at the Transfer Station on January 1, 2017

FISCAL IMPACT:				
Budgeted Amount in 15-16 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
N/A	N/A	N/A	Yes ☐ No ☒	N/A

**Solid Wastes Systems Transfer Station
Annual Adjustment Calculations
Effective Date January, 2017
Using 2015 Year Data**

<u>COSTS Subject to adjustment</u>	Cost	Index		Adjustment Allowed
Operating Costs subject to CPI	\$1,454,519.99	CPI		\$ 14,690.65
Fuel	163,257.57	Fuel		(26,841.27)
Fuel - change of location			One-time	\$37,684.97
Disposal - Garbage	\$1,034,037.26	Contract rate	Pass Through	(\$411,138.00)
Disposal - Processing	\$186,522.89	Negotiated	Pass Through	\$ -
Truck & Driver to Potrero			One-time	\$133,903.01
New Water Board Regulations			Pass Through	\$20,000.00
Maint / Prop Tax \$2.36/ton	\$82,839.96	Contract rate	Pass Through	\$ -
City Rent \$10/ton	\$351,016.80	Lease rate	Pass Through	\$ -
City Landfill Fee \$14./ton	\$70,203.36	Set by City	Pass Through	\$ 421,220.16
MSWMA Fee \$5/ton	\$175,420.92	Set by City	Pass Through	\$ -
Total COSTS Subject to adjustment	<u>\$3,517,818.75</u>			<u>\$189,519.52</u>
Adjusted Costs				<u>\$3,707,338.28</u>

Revenue base

Comparison Year Revenue	\$3,392,700.00
Fuel Index adjustment	(\$26,841.27)
Fuel adjustments destination change	\$37,684.97
Landfill Destination Change	\$133,903.01
Disposal - garbage	(\$411,138.00)
Disposal - processing	\$0.00
CPI adjustment	\$14,690.65
Construction/Lease \$2.36/ton	\$0.00
Negative Operating Costs Recovery	\$66,983.56
New Water Board Regulations	\$20,000.00
City Landfill Fee increase \$12	\$421,220.16
Allowed Return	\$150,081.31
Revenue change	\$406,584.39
Adjusted revenue	<u>\$3,799,284.39</u>

SWS Target return on revenue	
\$2,982,358.64	\$91,946.12
Calculated return	\$91,946.12
Return over Target	(\$0.00)

Revenue More (Less) than expenses \$91,946.12 2.94% (excluding \$ collected for others)

		Current	Adjustment	New
Contractor Rate increase as a percent	-0.43%	\$74.21	(\$0.31)	\$73.90
MSWMA Rate increase as a percent		\$5.00	\$0.00	\$5.00
City Rate increase as a percent		\$2.00	\$12.00	\$14.00

	\$81.21	Total Rate	\$92.90
EFFECTIVE RATE ADJUSTMENT PERCENT			14.39%

**Solid Wastes Systems Transfer Station
Annual Adjustment Calculations
Effective Date January, 2017
Using 2015 Year Data**

**Worksheet for computing the change in various indexes and factors which comprise the components
on which rates are adjusted**

Fuel - June to June (EIA Petroleum & Other Liquids)

See Fuel cost adjustment worksheet

CPI - June to June (CPI-U All US Cities)

June 2015	June 2016	Index Increase (Decrease)
238.638	241.038	2.400
CPI % Change		1.01%

Landfill Fee Jan to Jan

January 2016	January 2017	Increase (Decrease)
\$ 41.37	\$ 23.80	-17.570
Disposal - Garbage Cost % Change		-42.47%

Disposal Processing Fee Jan to Jan

January 2016	January 2017	Increase (Decrease)
\$ 30.00	\$ 30.00	\$ 0.00
Disposal - Green Waste Cost % Change		0.00%

Transfer Station Tonnage at gate, Year to Year

December 2014	December 2015	Increase (Decrease)
31,939.64	35,101.68	3,162.04
Tonnage % Change		9.90%

City Landfill Fee June to June

January 2015	January 2016	Increase (Decrease)
\$ 2.00	\$ 14.00	\$ 12.00
City Landfill Fee % Change		600.00%

MSWMA Fee June to June

January 2015	January 2016	Increase (Decrease)
\$ 5.00	\$ 5.00	\$ 0.00
MSWMA Fee % Change		0.00%

Solid Wastes Systems, Inc.
Transfer Station Rate Schedule
Effective Date January, 2017

Item		2016	Calculated 2017	NEW 2017
		<u>Rate</u>	<u>FA Rate</u>	<u>Rate Rounded *</u>
MSW - Ton		\$81.20	\$92.88	\$92.90
MSW - Yard		\$19.10	\$21.20	\$21.20
Minimum Gate Fee - MSW	Up to 3 cans	\$9.55	\$10.60	\$10.60
Per Can Rate - 32 gallon	After 3 cans	\$3.20	\$3.53	\$3.55
Green Waste - Ton		\$42.25	\$42.07	\$42.05
Green Waste - Yard		\$6.20	\$6.17	\$6.15
Minimum Gate Fee - Green Waste		\$6.10	\$6.07	\$6.05
Mixed Load - Additional Charge		\$18.90	\$18.82	\$18.80
Appliances		\$10.40	\$10.36	\$10.35
Oil Filters - Small		\$0.35	\$0.35	\$0.35
Oil Filters - Medium		\$0.65	\$0.65	\$0.65
Oil Filters - Large		\$0.90	\$0.90	\$0.90
Concrete - Ton		\$66.25	\$65.97	\$65.95
Dirt - Ton		\$66.25	\$65.97	\$65.95
Sheetrock - Clean		\$42.25	\$42.07	\$42.05
Sheetrock - Dirty		\$66.25	\$65.97	\$65.95
Tires - Bicycle		\$1.20	\$1.19	\$1.20
Tires - Motorcycle		\$2.30	\$2.29	\$2.30
Tires - Passenger Car		\$3.45	\$3.44	\$3.45
Tires - Passenger Car with Rim		\$5.40	\$5.38	\$5.40
Tires - Truck		\$7.35	\$7.32	\$7.30
Tires - Truck with Rim		\$9.90	\$9.86	\$9.85
Tires - Tractor		43.65 - 330.05	43.65 - 330.05	43.65 - 330.05
E-Waste - Computers		No Charge	No Charge	No Charge
E-Waste - Monitors		No Charge	No Charge	No Charge
Scrap Metal		No Charge	No Charge	No Charge

* Rates are rounded to the nearest five cents

Solid Wastes Systems, Inc.
Transfer Station Rate Schedule
Effective Date January, 2017

<u>Item</u>	2016 <u>Rate</u>	NEW 2017 Rate <u>Rounded *</u>
MSW - Ton	\$81.20	\$92.90
MSW - Yard	\$19.10	\$21.20
Minimum Gate Fee - MSW	\$9.55	\$10.60
Per Can Rate - 32 gallon	\$3.20	\$3.55
Green Waste - Ton	\$42.25	\$42.05
Green Waste - Yard	\$6.20	\$6.15
Minimum Gate Fee - Green Waste	\$6.10	\$6.05
Mixed Load - Additional Charge	\$18.90	\$18.80
Appliances	\$10.40	\$10.35
Oil Filters - Small	\$0.35	\$0.35
Oil Filters - Medium	\$0.65	\$0.65
Oil Filters - Large	\$0.90	\$0.90
Concrete - Ton	\$66.25	\$65.95
Dirt - Ton	\$66.25	\$65.95
Sheetrock - Clean	\$42.25	\$42.05
Sheetrock - Dirty	\$66.25	\$65.95
Tires - Bicycle	\$1.20	\$1.20
Tires - Motorcycle	\$2.30	\$2.30
Tires - Passenger Car	\$3.45	\$3.45
Tires - Passenger Car with Rim	\$5.40	\$5.40
Tires - Truck	\$7.35	\$7.30
Tires - Truck with Rim	\$9.90	\$9.85
Tires - Tractor	43.65 - 330.05	43.45 - 328.65
E-Waste - Computers	No Charge	No Charge
E-Waste - Monitors	No Charge	No Charge
Scrap Metal	No Charge	No Charge

* Rates are rounded to the nearest five cents



ITEM NO.: 12e

MEETING DATE: September 21, 2016

AGENDA SUMMARY REPORT

SUBJECT: ADOPTION OF RESOLUTION INITIATING THE PROP 218 PROCESS, SOLID WASTE CURBSIDE RESIDENTIAL COLLECTION RATES, FEES, AND CHARGES; AND ADOPTION OF RESOLUTION ADOPTING THE GUIDELINES FOR THE SUBMISSION AND TABULATION OF PROTESTS IN CONNECTION WITH THE RATE HEARINGS

Summary: Council to consider the initiation of a Proposition 218 (1996) process, notifying solid waste customers of its intention to adopt increased rates on curbside collection for residential generators in the City of Ukiah.

Background: As a requirement of Proposition 218, the City, in establishing initial 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 protest from affected rate payers and comments from the community.

Discussion: The rate setting process began with a rate request submitted by Ukiah Waste Solutions, Inc. (Company) asking for an increase in rates of 0.21%. Staff considered the component costs of this rate request and studied the company's reviewed financial statements to arrive at a rate decrease of the Company's existing rates of (0.86%), or 1.07% less than requested by the Company. It should be noted that the Company is receiving a decreased rate of (0.86%) even while adding the new Mixed Organic Waste collection service.

Separately, the City Council Landfill Closure Ad Hoc Committee recommended an increase of twelve dollars (\$12) per ton in the Transfer Station disposal surcharge. Staff then applied the effect of that recommended amount to the Company's rate decrease to arrive at a recommended net increase in rates

Continued on Page 2

RECOMMENDED ACTION(S):

1. Move to adopt the resolution declaring the City Council's intention to adopt increased solid waste collection charges, setting a public hearing for November 16, 2016, and directing staff to provide notice pursuant to Proposition 218.
2. Move to adopt the resolution adopting guidelines for the submission and tabulation of protests in connection with the rate hearings under Proposition 218.

ALTERNATIVES: Do not approve but provide direction to staff.

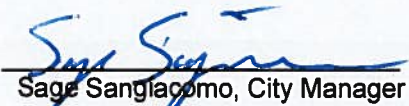
Citizens advised:

Requested by: Sage Sangiacomo, City Manager
Prepared by/Contact: Daniel Buffalo, Finance Director
Coordinated with: Five-Year Rate Review Ad hoc (Councilmembers Mulheren and Brown); David Rapport, City Attorney
Presenters: Daniel Buffalo, Finance Director
Attachments: Attachment 1: Rate Adjustment Calculation Schedule
Attachment 2: Proposition 218 Notice with Initial Residential Rate Schedule
Attachment 3: Resolution Noticing Public Hearing
Attachment 4: Resolution Adopting Protest Procedures

COUNCIL ACTION DATE: _____: ☐ Approved ☐ Continued to _____ ☐ Other _____

RECORDS APPROVED: ☐ Agreement: _____ ☐ Resolution: _____ ☐ Ordinance: _____

Note: Please write Agreement No. in upper right corner of agreement when drafted..

Approved: 
Sage Sangiacomo, City Manager

of 3.56%-9.38% (see Attachment 1). The costs considered in the proposed curbside rates include the effect of an increase in disposal costs of the transfer station gate fee from \$81.21 to \$92.90, which is due to the recommended \$12 landfill closure disposal surcharge increase. Separately, the City Council will conduct a hearing on that proposed increase in accordance with Ukiah City Code Sections 3950-3957 which will be scheduled to coincide with the hearing on the proposed curbside rates under Proposition 218.

The proposed increase related to the disposal surcharge is necessary to fund the CalRecycle mandated costs of closure, post-closure, and corrective action plan of the City's landfill, while continuing to allow the City's solid waste hauler to recover the cost of providing service to customers and meet its diversion goals.

After careful consideration of costs and funding requirements, staff developed an initial rate adjustment amounting to 3.56% - 9.38% for nearly all curbside service. As an example, the change to the curbside rate for a residential 32-gallon can would be \$0.65 per month, raising the current, monthly rate from \$18.17 to \$18.82. Few exceptions to note where the rate adjustment appears higher are due to the effects of rounding to the nearest cent or to make necessary modifications for regular trash collection of smaller service receptacles due to changing conditions in the recycling market. Full detail of curbside collections rates for residential customers and the 218 notice can be found on Attachment 2.

Over the next five years, these proposed rates to residential and commercial service allow for an annual adjustment for changes in the San Francisco Bay Area Consumer Price Index for All Urban Consumers (CPI-u), as reported in April of each year; for potential changes in the fuel index; and to allow for various pass-through disposal and other fees that may occur but yet are unknown. If approved by Council, initial rates shall be implemented for service commencing on January 1, 2017, as set forth in the Proposition 218 Notice.

Staff is recommending initiating the Proposition 218 process, notifying customers of the proposed increase and hearing by mail ("the protest period"), and scheduling the public hearing for November 16, 2016, at 6:15 p.m. (see Attachment 3). Following the protest period, the City will accept public comments at the public hearing. As outlined in Attachment 4, 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.

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

**Ukiah Waste Solutions Curbside Rate
Annual Adjustment Calculations
Effective Date January, 2017
Using 2015 Year Data**

Gate fee @ \$92.90/ton, including Transfer Station surcharge of \$12.00

Comparison Year Costs		Index	Increase / Decrease Allowed	
TOTAL COSTS	\$3,104,807.31			
Less: Fuel Cost	\$161,619.67	Fuel	(20,751.97)	
Less Disposal Fees - Garbage	\$834,295.54	SWS TS Gate	120,221.99	a \$ 11.70 change
5% Diversion of MOW (507 tons)			(41,168.40)	
Less Disposal Fees - Mixed Organic Waste	\$53,177.98	Negotiated	20,404.39	
Gate fee for MOW diversion (507 tons)			21,045.57	
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 Credit	\$1,985,714.16			
Recycle Credit	\$0.00		(17,234.05)	
Change in Franchise Fee & Billing Costs			15,516.89	
Collection COSTS Subject to CPI adj.	\$1,985,714.16	CPI	20,055.71	
			118,090.13	TOTAL

Revenue base	Residential	Commercial	Roll Off	Total Revenue
	26.89%	66.32%	6.79%	100.00%
2016 Comparison Year Revenue	\$885,313.25	\$2,183,651.40	\$223,687.95	\$3,292,652.60
Fuel Cost	(\$5,579.69)	(\$13,762.48)	(\$1,409.79)	(\$20,751.96)
Disposal Fees - MOW	\$5,486.24	\$13,531.97	\$1,386.18	\$20,404.39
Gate fee for MOW diversion (507 tons)	\$5,658.64	\$13,957.19	\$1,429.74	\$21,045.57
5% Diversion of MOW (507 tons)	(\$11,069.17)	(\$27,302.44)	(\$2,796.80)	(\$41,168.41)
Recycle Credit	(\$4,633.81)	(\$11,429.43)	(\$1,170.80)	(\$17,234.04)
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	\$32,324.73	\$79,729.92	\$8,167.34	\$120,221.99
CPI adjustment	\$5,392.49	\$13,300.73	\$1,362.49	\$20,055.71
Total before franchise and billing fees	\$912,892.68	\$2,251,676.86	\$230,656.31	\$3,395,225.85
Franchise Fee	\$4,058.59	\$9,657.31	\$989.27	\$14,705.17
Billing Fee	\$811.72	\$0.00	\$0.00	\$811.72
Adjusted revenue	\$917,762.99	\$2,261,334.17	\$231,645.58	\$3,410,742.74
Revenue Adjustment	\$32,449.74	\$77,682.77	\$7,957.63	\$118,090.14

Rate adjustment as a percent	3.59%
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**Ukiah Waste Solutions Curbside Rate
Annual Adjustment Calculations
Effective Date January, 2017
Using 2015 Year Data**

Fuel - June to June (Fuel Index)

June 2015	June 2016	Index Increase (Decrease)
\$3.192	\$2.782	-\$0.410
		Fuel % Change
		-12.84%

CPI - June to June (Index)

June 2015	June 2016	Index Increase (Decrease)
238.638	241.038	2.400
		CPI % Change
		1.01%

Transfer Station Fee (Disposal Fees - Garbage) Jan to Jan

January 2016	January 2017	Increase (Decrease)
Landfill surcharge	\$12.00	
Change for operations	(\$0.30)	
\$81.20	\$92.90	11.700
		Transfer Station Fee % Change
		14.41%

Mixed Organic Waste Disposal Fee (Disposal - Green Waste) Jan to Jan

January 2016	January 2017	Increase (Decrease)
\$30.00	\$41.51	\$ 11.51
		Disposal Fee - Green Waste % Change
		38.37%

Landfill Closure Costs Jan to Jan

January 2016	January 2017	Increase (Decrease)
\$60,000.00	\$60,000.00	\$ -
		Landfill Closure Costs % Change
		0.00%

Commercial Oversight Fee Jan to Jan

January 2016	January 2017	Increase (Decrease)
\$10,000.00	\$10,000.00	\$ -
		Commercial Oversight Fee % Change
		0.00%

Recycle Credit June to June

	Tons	Value/Ton	Credit
June 2016	3,446.81	\$5.00	\$ 17,234.05
		Recycle Credit	\$ 17,234.05

City Franchise Fee	15%	City Billing Fee - Residential Customers	3%
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Ukiah Waste Solutions, Inc.

2017 RATE ADJUSTMENT

Gate Fee @ \$92.90, including Transfer Station surcharge of \$12.00

2017 Adjustment

Final Adjustment

\$118,090.14

% Rate Adjustment

3.59%

Revenue base

Residential
Commercial
Roll Off
Total Revenue base

Comparison Year Revenue	Adjusted FA 2016 Revenue
\$885,313.25	\$917,096.00
\$2,183,651.40	\$2,262,044.49
\$223,687.95	\$231,718.35
\$3,292,652.60	\$3,410,858.83

SUMMARY OF RATE ADJUSTMENT FOR STANDARD SERVICES

YEAR 2017 Service Level	Current 2016 Rate	New 2017 Rate	Effective Percentage Adjustment	Total Monthly Adjustment	Rate Per Gallon / Yard
<u>Curbside Service</u>					
No Service & 10 gallon can rate	\$ 4.80	\$ 5.25	9.38%	\$ 0.45	\$ 0.525
20 gallon can rate	\$ 10.12	\$ 10.48	3.56%	\$ 0.36	\$ 0.524
32 gallon can rate	\$ 18.17	\$ 18.82	3.58%	\$ 0.65	\$ 0.588
68 gallon can rate	\$ 42.93	\$ 44.47	3.59%	\$ 1.54	\$ 0.654
95 gallon can rate	\$ 60.48	\$ 62.65	3.59%	\$ 2.17	\$ 0.659
Other combinations - rate per gallon	\$ 0.70	\$ 0.73	4.29%	\$ 0.03	\$ 0.730
1 yard bin rate	\$ 120.23	\$ 124.55	3.59%	\$ 4.32	\$ 124.55
1.5 yard bin rate	\$ 142.07	\$ 147.17	3.59%	\$ 5.10	\$ 98.11
2 yard bin rate	\$ 189.45	\$ 196.25	3.59%	\$ 6.80	\$ 98.13
3 yard bin rate	\$ 284.15	\$ 294.35	3.59%	\$ 10.20	\$ 98.12
4 yard bin rate	\$ 378.87	\$ 392.47	3.59%	\$ 13.60	\$ 98.12
6 yard bin rate	\$ 568.31	\$ 588.71	3.59%	\$ 20.40	\$ 98.12
<u>Packout Service</u>					
10 gallon can rate	\$ 7.42	\$ 7.69	3.64%	\$ 0.27	\$ 0.769
20 gallon can rate	\$ 12.69	\$ 13.15	3.62%	\$ 0.46	\$ 0.658
32 gallon can rate	\$ 22.26	\$ 23.06	3.59%	\$ 0.80	\$ 0.721
68 gallon can rate	\$ 52.28	\$ 54.16	3.60%	\$ 1.88	\$ 0.796
95 gallon can rate	\$ 75.53	\$ 78.24	3.59%	\$ 2.71	\$ 0.824
Other combinations - rate per gallon	\$ 0.81	\$ 0.84	3.70%	\$ 0.03	\$ 0.840
<u>Remote Area Service</u>					
Add to the Packout Service rate.	\$ 7.42	\$ 7.69	3.64%	\$ 0.27	N/A
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.					
<u>Commercial / Multi-Family Service</u>					
10 gallon can rate	\$ 5.01	\$ 5.45	8.78%	\$ 0.44	\$ 0.545
20 gallon can rate	\$ 10.49	\$ 10.87	3.62%	\$ 0.38	\$ 0.544
32 gallon can rate	\$ 18.86	\$ 19.54	3.61%	\$ 0.68	\$ 0.611
68 gallon can rate	\$ 44.58	\$ 46.18	3.59%	\$ 1.60	\$ 0.679
95 gallon can rate	\$ 62.82	\$ 65.08	3.60%	\$ 2.26	\$ 0.685
1 yard bin rate	\$ 120.23	\$ 124.55	3.59%	\$ 4.32	\$ 124.55
1.5 yard bin rate	\$ 142.07	\$ 147.17	3.59%	\$ 5.10	\$ 98.11
2 yard bin rate	\$ 189.45	\$ 196.25	3.59%	\$ 6.80	\$ 98.13
3 yard bin rate	\$ 284.15	\$ 294.35	3.59%	\$ 10.20	\$ 98.12
4 yard bin rate	\$ 378.87	\$ 392.47	3.59%	\$ 13.60	\$ 98.12
6 yard bin rate	\$ 568.31	\$ 588.71	3.59%	\$ 20.40	\$ 98.12

[illegible]

Notice of Public Hearing – Solid Waste Collection and Disposal Service Rate (continued)

The Reason for and Basis Upon Which the Fee Increase was Calculated:

The proposed rates are calculated based on the Waste Collection Contract. The 3.56%-9.38% proposed rate increase was calculated after considering the franchisee's rate request, studying the reviewed financial statements and carefully evaluating the changes in fuel costs, the implementation of the mixed organic waste collection system, and other operating costs of Ukiah Waste Solutions for the period ending December 31, 2015. The proposed increase results from the increase of the disposal surcharge.

Submit a Written Protest: City Clerk, 300 Seminary Avenue, Ukiah, CA 95482

An owner or tenant of property receiving water 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 water 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 water 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.

RESOLUTION 2016 –**A RESOLUTION OF THE COUNCIL OF THE CITY OF UKIAH DECLARING ITS INTENTION TO ADOPT INCREASED SOLID WASTE COLLECTION CHARGES, SETTING A PUBLIC HEARING FOR NOVEMBER 16, 2016, AND DIRECTING STAFF TO PROVIDE NOTICE PURSUANT TO PROPOSITION 218**

WHEREAS, the Legislature of the State of California, by enactment of Assembly Bill 939 of 1989 (Act) (*California Public Resources Code* Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdiction; and,

WHEREAS, the State of California has found and declared that the amount of solid waste generated in California, coupled with diminishing landfill space and potential adverse environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive, integrated waste management program. The State has, through enactment of the Act, directed the responsible state agency, and all local agencies, to promote landfill diversion and to maximize the use of feasible waste reduction, recycling and composting options in order to reduce the amount of solid waste that must be disposed of in landfills; and,

WHEREAS, pursuant to *California Public Resources Code* Section 40059(a)(2), the City has determined that the public health, safety, and well-being require that a franchise agreement be awarded to a qualified contractor for the collection of solid waste, recyclable materials, and yard waste, and other services related to meeting the diversion goals, and other requirements of the Act; and,

WHEREAS, the City intends to maintain reasonable rates and quality of service related to the collection of solid waste, recyclable materials, and yard waste, the transportation of such material to appropriate places of processing, recycling, composting, and/or disposal, and the processing of recyclable materials and yard waste and other related services; and,

WHEREAS, the City is responsible for meeting legal, regulatory, and funding requirements of closure, post-closure, and corrective action plan activities related to its municipal landfill; and,

WHEREAS, Ukiah Waste Solutions, Inc., (“Ukiah waste solutions”) has submitted a plan to provide solid waste, recyclable materials, and yard waste programs at reasonable costs to the ratepayers of the City, and the City entered into an agreement (“Agreement”) with Ukiah Waste Solutions based on the advantages of that plan. The Agreement is on file with the City Clerk and available for public inspection; and,

WHEREAS, the Agreement, which provides for increases in solid waste collection rates, is subject to the notice, protest and hearing requirements established under Proposition 218; and,

WHEREAS, these rate increases will help ensure the health and safety of the community.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ukiah as follows:

SECTION 1. The foregoing recitals and true and correct.

SECTION 2. The City Council hereby initiates proceedings to adopt the solid waste rates

provided under the Agreement;

SECTION 3. The City Council hereby fixes the 16th day of November, 2016, at 6:15 p.m. at the Chambers of the City Council, Ukiah Civic Center, 300 Seminary Avenue, Ukiah, California, as the time and place for a public hearing ("Public Hearing") on the proposed solid waste rate increases.

SECTION 4. The City Clerk is hereby instructed to provide notice of the proposed rate increases in conformity with Proposition 218 and the Proposition 218 Omnibus Implementation Act, *California Government Code* sections 53500 *et seq.*

SECTION 5. At the Public Hearing, the City Council shall consider all objections or protests, if any, to the proposed rate increases, and any person shall be permitted to present written or oral testimony. Although oral comments at the Public Hearing will not qualify as a formal protest, the City Council welcomes community input during the Public Hearing.

SECTION 6. At the conclusion of the Public Hearing, all protests submitted and not withdrawn will be tabulated in conformity with the City's tabulation guidelines.

SECTION 7. A majority protest exists if protests are submitted in opposition to the proposed rate increases by a majority (50% plus 1) of the property owners and solid waste service customers. Although both property owners and solid waste service customers are permitted to submit protests, only one protest shall be counted for each parcel.

SECTION 8. If there is a majority protest against the proposed rate increases, the City Council shall not adopt the rate increases.

SECTION 9: This resolution will become effective immediately upon adoption. The foregoing Resolution was passed and adopted at a regular meeting of the City Council.

PASSED AND ADOPTED on September 21, 2016, by the following Roll Call Vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Stephen G. Scalmanini, Mayor

ATTEST:

Kristine Lawler, City Clerk

RESOLUTION NO. 2016-**A RESOLUTION OF THE COUNCIL OF THE CITY OF UKIAH ADOPTING GUIDELINES FOR THE SUBMISSION AND TABULATION OF PROTESTS IN CONNECTION WITH RATE HEARINGS CONDUCTED PURSUANT TO ARTICLE XIID, SECTION 6 OF THE CALIFORNIA CONSTITUTION**

WHEREAS, Article XIID, Section 6 of the California Constitution requires the Council of the City of Ukiah to consider written protests to certain proposed increases to utility charges; and

WHEREAS, this constitutional provision does not offer specific guidance as to who is allowed to submit protests, how written protests are to be submitted, or how the City is to tabulate the protests.

THEREFORE, BE IT RESOLVED by the City Council of the City of Ukiah that when notice of a public hearing with respect to the adoption or increase of water, wastewater, or solid waste utility charges has been given by the City pursuant to Article XIID, Section 6(a) of the California Constitution, the following shall apply:

SECTION 1: Definitions. Unless the context plainly indicates another meaning was intended, the following definitions shall apply in construction of these guidelines.

- A. "Parcel" means a County Assessor's parcel the owner or occupant of which is subject to the proposed charge that is the subject of the hearing.
- B. "Record customer" and "customer of record" mean (i) the person or persons whose name or names appear on the City's records as the person who has contracted for, or is obligated to pay for, utility services to a particular utility account or (ii) another person who demonstrates to the reasonable satisfaction of the City Clerk that he, she, or it is a tenant of real property directly liable to pay the proposed fee.
- C. "Record owner" or "parcel owner" means the person or persons whose name or names appear on the County Assessor's latest equalized assessment roll as the owner of a parcel.
- D. A "fee protest proceeding" is not an election, but the City Clerk will maintain the confidentiality of protests as provided below and will maintain the security and integrity of protests at all times.

SECTION 2: Notice Delivery. Notice of proposed rates and public hearing shall be as follows:

- A. The City shall give notice of proposed charges via U. S. mail to all record owners and customers of record served by the City
- B. The City will post the notice of proposed charges and public hearing at its official posting sites.

SECTION 3: Protest Submittal.

- A. Any record owner or customer of record who is subject to the proposed utility charge that is the subject of the hearing may submit a written protest to the City Clerk, by:
 - Delivery to the City Clerk's Office at the Ukiah Civic Center, 300 Seminary Avenue, Ukiah during published business hours
 - Mail to City Clerk, 300 Seminary Avenue, Ukiah CA 95482, or
 - Personally submitting the protest at the public hearing.
- B. Protests must be received by the end of the public hearing, including those mailed to the City. No postmarks will be accepted; therefore, any protest not actually received by the close of the hearing, whether or not mailed prior to the hearing, shall not be counted.
- C. Emailed, faxed and photocopied protests shall not be counted
- D. Although oral comments at the public hearing will not qualify as a formal protest unless accompanied by a written protest, the City Council welcomes input from the community during the public hearing on the proposed charges.

SECTION 4: Protest Requirements.

- A. A written protest must include:
 - (i) A statement that it is a protest against the proposed charge that is the subject of the hearing.
 - (ii) Name of the record owner or customer of record who is submitting the protest;
 - (iii) Identity, by street address or utility account number, of the parcel with respect to which the protest is made;
 - (iv) Original signature and legibly printed name of the record owner or customer of record who is submitting the protest.
- B. Protests shall not be counted if any of the required elements (i thru iv) outlined in the preceding subsection "A." are omitted.

SECTION 5: Protest Withdrawal. Any person who submits a protest may withdraw it by submitting to the City Clerk a written request that the protest be withdrawn. The withdrawal of a protest shall contain sufficient information to identify the affected parcel and the name of the record owner or customer of record who submitted both the protest and the request that it be withdrawn.

SECTION 6: Multiple Record Owners or Customers of Record.

- A. Each record owner or customer of record of a parcel served by the City may submit a protest. This includes instances where:
 - (i) A parcel is owned by more than a single record owner or more than one name appears on the City's records as the customer of record for the parcel, or
 - (ii) A customer of record is not the record owner, or
 - (iii) A parcel includes more than one record customer, or
 - (iv) Multiple parcels are served via a single utility account, as master-metered multiple family residential units.
- B. Only one protest will be counted per parcel as provided by *Government Code* Section 53755(b).

SECTION 7: Transparency, Confidentiality, and Disclosure.

- A. To ensure transparency and accountability in the fee protest tabulation while protecting the privacy rights of record owners and customers of record, protests will be maintained in confidence until tabulation begins following the public hearing.
- B. Once a protest is opened during the tabulation, it becomes a disclosable public record, as required by state law.

SECTION 8: City Clerk.

The City Clerk shall not accept as valid any protest if he or she determines that any of the following is true:

- A. The protest does not state its opposition to the proposed charges.
- B. The protest does not name the record owner or record customer of the parcel identified in the protest as of the date of the public hearing.
- C. The protest does not identify a parcel served by the City that is subject to the proposed charge.
- D. The protest does not bear an original signature of the named record owner of, or record customer with respect to, the parcel identified on the protest. Whether a signature is valid shall be entrusted to the reasonable judgment of the City Clerk, who may consult signatures on file with the County Elections Official.

- E. The protest was altered in a way that raises a fair question as to whether the protest actually expresses the intent of a record owner or a customer of record to protest the charges.
- F. The protest was not received by the City Clerk before the close of the public hearing on the proposed charges.
- G. A request to withdraw the protest was received prior to the close of the public hearing on the proposed charges.

SECTION 9: City Clerk's Decisions Final. The City Clerk's decision that a protest is not valid shall constitute a final action of the City and shall not be subject to any internal appeal.

SECTION 10: Majority Protest.

- A. A majority protest exists if written protests are timely submitted and not withdrawn by the record owners of, or customers of record with respect to, a majority (50% plus one) of the parcels subject to the proposed charge.
- B. While the City may inform the public of the number of parcels served by the City when a notice of proposed rates is mailed, the number of parcels with active customer accounts served by the City on the date of the hearing shall control in determining whether a majority protest exists.

SECTION 11: Tabulation of Protests. At the conclusion of the public hearing, the City Clerk shall tabulate all protests received, including those received during the public hearing, and shall report the results of the tabulation to the City Council. If the total number of protests received is insufficient to constitute a majority protest, the City Clerk may determine the absence of a majority protest without validating the protests received, but may instead deem them all valid without further examination. Further, if the number of protests received is obviously substantially fewer than the number required to constitute a majority protest, the City Clerk may determine the absence of a majority protest without opening the envelopes in which protests are returned.

SECTION 12: Report of Tabulation. If at the conclusion of the public hearing, the City Clerk determines that she will require additional time to tabulate the protests, she shall so advise the City Council, which may adjourn the meeting to allow the tabulation to be completed on another day or days. If so, the City Council shall declare the time and place of tabulation, which shall be conducted in a place where interested members of the public may observe the tabulation, and the City Council shall declare the time at which the meeting shall be resumed to receive and act on the tabulation report of the City Clerk.

SECTION 13: This resolution will become effective immediately upon adoption.

PASSED AND ADOPTED at a regular meeting of the City Council on September 21, 2016, by the following Roll Call Vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Stephen G. Scalmanini, Mayor

ATTEST:

Kristine Lawler, City Clerk



ITEM NO.: 13a

MEETING DATE: September 21, 2016

AGENDA SUMMARY REPORT

SUBJECT: UPDATE ON THE UKIAH VALLEY GOLF COURSE AND REQUEST FOR APPROVAL FOR THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN INTERIM AMENDMENT TO THE LEASE AGREEMENT CONTINGENT UPON CONSENT OF THE UKIAH MEN'S AND WOMEN'S GOLF CLUBS, AND APPROVAL OF CORRESPONDING BUDGET AMENDMENT(S).

Summary: Update on the operations of the Ukiah Valley Golf Course and discussion of an interim adjustment to the partnership with the operators, Tayman Park Golf Group, to ensure the ongoing short and long term success of the Ukiah Valley Golf Course.

Background: The public/private partnership between the City and Tayman Park Golf Group (Tayman) has evolved from an agreement for the operation of the Pro Shop in 2006, to in June of 2012, Council approving the transfer of the operations and maintenance of the Course to the full responsibility of Tayman. The goal for this full transfer of operations was that Tayman could better mitigate the rising operational costs. The Course also continues to benefit from active community partnerships with the Ukiah Men's and Women's Golf Clubs.

Discussion: Keeping the Course in good condition and available for the community has many benefits including its use by local schools and for community fundraisers. The most obvious benefit of the Course is that it offers recreation to people of all ages and outdoor enjoyment. In addition, the presence of the Course increases property values and the aesthetics of the surrounding area, as well as creating jobs and economic growth. The Course also creates and preserves greenspace on land that might otherwise be developed.

After it was determined recently by LACO Engineering that no on-site water source was feasible and with water being the greatest variable in terms of availability and cost, Tayman approached the City with concerns about the operation of the Course and demonstrated that cost relief is necessary for maintaining operations on the Course. It should be noted that Tayman has done an exceptional job in achieving cost savings from labor and other management areas but the rising costs of water and

Continued on Page 2

RECOMMENDED ACTION(S): Receive update on the Ukiah Golf Course and authorize the City Manager to negotiate and execute an interim amendment to the lease with Tayman Park Golf Group, contingent upon the consent of the Ukiah Men's and Women's Golf Clubs, with additional review by Council to be put on the agenda planning calendar for one year, and approval of corresponding budget amendments.

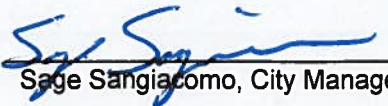
ALTERNATIVES: Remand to staff with direction.

Citizens advised: Ukiah Men's Club President; Frank Johnson & Jimmy Stewart, Tayman Park Golf Group, Inc., and the City's Parks, Recreation and Golf Commission
Requested by: n/a
Prepared by: Maya Simerson, Program Administrator
Coordinated with: Sage Sangiacomo, City Manager and David Rapport, City Attorney
Presenter: Maya Simerson, Program Administrator
Attachment: 1. Amendment #1; 2. Agreement with Tayman Park.

COUNCIL ACTION DATE: _____: ☐ Approved ☐ Continued to _____ ☐ Other _____

RECORDS APPROVED: ☐ Agreement: _____ ☐ Resolution: _____ ☐ Ordinance: _____

Note: Please write Agreement No. in upper right corner of agreement when drafted.

Approved: 
Sage Sangiacomo, City Manager

declining revenue caused by significant impacts from the recent drought and economic downturn have been difficult to mitigate.

The proposed amendment to the agreement modifies, for the short term, the amount of rent payment to the City and suspends the contribution by Tayman to the Capital Improvement Project Fund. These adjustments will remain in effect through this fiscal year. This modification will allow Tayman to shift approximately \$68,100 towards daily operations. By improving conditions on the Course we hope the rounds played will increase in direct correlation. Tayman will also be looking for new ways to increase revenue and plans on implementing added value to the Course with the addition of expanded food and beverage service.

For the long term, without an on-site water source option, as recently determined by LACO Engineering, the development and implementation of a plan to address water (cost and availability) must be a top priority. Per recent Council action, staff is beginning work on irrigation system plans and specifications for the Course that will allow for use of recycled water if it should become available or simply be used to conserve potable water.

The proposed Amendment #1 to the Lease Agreement with Tayman Park Golf Group is included as Attachment #1. The existing agreement is included as Attachment #2 for reference. The current budgeted expenditures in the Golf Enterprise Fund will be covered by the remaining rent payment of \$39,900, and will allow the City to cover enterprise fund related costs and not incur added debt. Debt payment for the internal loan for the back-nine land purchase and past operational debt will be suspended for the year.

Dan Buffalo, Finance Director, has meet with Tayman Park to perform a review of their financial procedures and is comfortable with their accounting practices and the rent payment process. Staff and Tayman consider this amendment a short term option and are requesting the review of this item by Council be scheduled before the conclusion of this fiscal year. This will allow time for staff and Tayman to prepare additional analysis and consider alternatives to bring forward.

Staff has engaged in outreach and discussion with the golfing community. The proposal has thus far received support from representatives of the Ukiah Men's and Women's Golf Club's and the City's Parks, Recreation and Golf Commission. The item will be presented to the Park's, Recreation and Golf Commission on September 20, their next scheduled meeting. Both the Ukiah Men's and Women's Golf Clubs will review the item and contact staff with their recommendations at their earliest convenience. Staff is available for comments or to answer any questions, please contact Maya Simerson, Project Administrator at 367-0699 or msimerson@cityofukiah.com.

For the benefit of our community and for the success of our partnership with Tayman, staff is recommending that Council authorize the City Manager to negotiate and execute this interim amendment.

FISCAL IMPACT:						
Budgeted Amount in 16-17 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required		Amended Amount	Previous Contract No.
\$65,000	Lease Revenue	72000000.46380	Yes ☒	No ☐	\$39,900	COU 070112
\$38,860	Debt Payment/Transfer	72022400.94500	Yes ☒	No ☐	\$0	

**ADDENDUM NO. 1 TO LEASE AGREEMENT
CITY OF UKIAH
AND
TAYMAN PARK GOLF CROUP, INC.**

This Addendum No. 1 ("Addendum") to the Lease Agreement ("Agreement") between the City of Ukiah ("Lessor" or "City") and Tayman Park Golf Group, Inc. ("Lessee"), dated July 1, 2012, is entered into in Ukiah, California by City and Lessee, effective _____, 2016 ("Effective Date").

1. Section 4.1 of the Agreement incorporating the calculation of rent under the heading: Formula for Rent Payment in Exhibit G to the Agreement is hereby amended by substituting for the Formula for Rent Payment the payment of a fixed rent of \$39,900 for the 2016 to 2017 Fiscal Year (July 1-June 30).

2. Section 4.2 of the Agreement incorporating Exhibit H to the Agreement is amended by suspending all payments for FY 2016/17 that the Lessee is obligation to contribute to a Capital Improvement Program.

3. The term of this Addendum is one year, commencing on July 1, 2016, and terminating on June 30, 2017, unless the Agreement is extended or amended in writing by the parties prior to its expiration. Upon expiration of the term of this Addendum, the Agreement, as it read prior to the Effective Date, shall continue in full force and effect. During the term of this Addendum all provisions of the Agreement not amended by this Addendum remain in full force and effect.

WHEREFORE, this Addendum is entered on the Effective Date.

City of Ukiah

By: _____
Sage Sangiacomo, City Manager

ATTEST:

Kristine Lawler, City Clerk

Approved as to form:

David J. Rapport, City Attorney

Tayman Park Golf Group, Inc.

By: _____
James Stewart, President
Title:

UKIAH MUNICIPAL GOLF COURSE

LEASE AGREEMENT

CITY OF UKIAH

“City”

and

TAYMAN PARK GOLF GROUP, INC

“Lessee”

Dated July 1, 2012

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UKIAH MUNICIPAL GOLF COURSE

LEASE AGREEMENT

Between

CITY OF UKIAH

And

TAYMAN PARK GOLF GROUP, INC.

This Lease Agreement ("Agreement") is entered into on July 1, 2012, by and between the CITY OF UKIAH ("Lessor" or "City"), a California general law municipal corporation ("City"), and TAYMAN PARK GOLF GROUP, INC. ("Lessee"), a corporation duly formed under and in compliance with the laws of the State of California. City and Lessee may be referred to herein as "Party" and collectively as "Parties."

RECITALS

1. CITY owns the Ukiah Municipal Golf Course located at 599 Park Blvd. in Ukiah, CA and related facilities and property (collectively the "Golf Course"). The Golf Course includes an 18-hole golf course consisting of fairways, roughs, sand traps, water areas, maintenance yard, irrigation system, roads, cart paths, trees, shrubs, planter areas, other landscaping, fencing, lawn, lavatory facilities, concession facilities, a clubhouse, a pro shop, a parking lot, and any other improvements.

2. Lessee represents that it is qualified in the management, operation, repair, supervision and maintenance of all aspects of golf course properties and their related facilities, and that Lessee is qualified to manage, operate, repair, supervise and maintain the Golf Course.

3. City desires to lease the Premises to Lessee and Lessee desires to lease the Premises from City to manage, operate, repair, supervise and maintain the Golf Course.

4. Effective as of the date first stated above, this Agreement will supersede any prior agreements, representations or understandings between the parties, including the Agreement For Golf Professional & Golf Course Concession Services dated May 24, 2006, and all subsequent amendments or representations thereto.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into the Agreement as though fully set forth below, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Lessee hereby agree as follows:

AGREEMENT

1. LEASED PREMISES

City hereby leases to Lessee and Lessee hereby leases from City, for the term and upon the terms and conditions set forth in this Agreement, the following (collectively, "Premises"):

Real Property

Those parcels of land commonly known as the Ukiah Municipal Golf Course, located at 599 Park Blvd., Ukiah, CA. 95482 and depicted and described with more specificity in Exhibit "A," which is attached to this Agreement and made a part of this Agreement for all purposes, together with all buildings, including the Clubhouse and Todd Grove Room (collectively, "the Clubhouse"), fixtures and other improvements located on said land and all easements, covenants and other appurtenant rights (the "Real Property").

1.A. PERSONAL PROPERTY

1A.1 Conveyance of personal property – The tools, fixtures, furniture, equipment, consumable supplies and inventory listed and described in the attached Exhibit B-1 and B-2 shall be purchased by and conveyed to Lessee, effective July 1, 2012 Upon conveyance, these items of personal property belong to Lessee which assumes the responsibility to maintain, repair or replace them as needed to comply with the provisions of this Lease and to operate the Premises to the standards required by this Lease.

1A.2 Shared use of equipment – Subject to the following, Lessor shall have the right to use the equipment for City operations and maintenance:

a. Lessor shall have the right to use the equipment identified in Exhibit B-2, when it is not needed by Lessee. First priority for use is for Golf Course operations. Lessee shall not unreasonably deny the City's request for use. The City and Lessee shall cooperate in good faith in scheduling the use of the equipment.

b. The Lessee shall maintain the equipment in good working condition, until said equipment has exceeded its useful life as agreed between the City and Lessee and must be replaced;

c. Lessor shall clean, refuel and lubricate the equipment after each use;

d. Lessor shall repair or reimburse Lessee for the cost to repair the equipment, if it is damaged while being used by or in the possession or control of Lessor or its officers or employees.

e. Lessor's use of the equipment is subject to the condition that it provide adequate training to its employees in the proper use of the equipment and that its employees comply with all applicable laws in its use, including, but not limited to, laws relating to worker and workplace safety.

f. With the use of the Aerator and Soil Reliever, the City and Tayman shall each use their own tines.

g. Lessor hereby agrees to defend, indemnify and hold Lessee harmless as to any and all property damage and personal injuries whether to Lessor or its employee's, representatives or contractors, Lessee or its employees, the Premises or any third party, which may occur as a result of Lessor's use of the equipment., and shall name Lessee as an additional insured on all liability insurance which Lessor may have from time to time which would cover Lessee's exposure for such loss.

1.B. STANDARDS OF PERFORMANCE; FIDUCIARY DUTY.

Lessee acknowledges that there is a relationship of trust and confidence between Lessee and City, and that Lessee has a fiduciary duty to City pursuant to this Agreement. Lessee shall use Lessee's best skill and judgment in performing its duties and obligations hereunder, and shall at all times provide such management, operating, supervision and maintenance services in a manner which maintains the good name of City; perform its duties and obligations under this Agreement in an efficient, expeditious, prudent and economical manner, consistent with the best interest of City, in accordance with generally approved practices and standards followed by similarly-situated public golf courses in Northern California.

2. USE OF LEASED PREMISES

As set forth in more detail below, Lessee shall use the Premises only for the operation of a daily fee golf course and other activities customarily associated with or incidental to the operation of a daily fee golf course, including the sale or rental of golf related merchandise at a golf shop, furnishing of lessons by a golf professional, and sales of food and beverages, including liquor sales. Lessee shall not use the Premises for any unlawful purpose and shall comply with all valid laws, rules and regulations applicable to the Premises or the businesses conducted on the Premises. Throughout the Term, Lessee shall, subject to any restrictions

or limitations set forth elsewhere in this Agreement, perform or cause to be performed all tasks necessary or appropriate in connection with the ongoing operation, management, supervision, maintenance, repair and upkeep of the Golf Course. In performing such tasks and use of the Premises, the Lessee shall, at a minimum, do each of the following:

2.1 General Duties and Obligations

- a. Fully comply, and cause the Golf Course and all Equipment and Supplies and operation thereof to fully comply with all Legal Requirements

"Legal Requirements" shall, for the purposes of this Agreement, include without limitation any reporting, notice or other requirements and any and all laws, statutes, ordinances, codes, orders, rules, regulations, permits, licenses, authorizations, entitlements, official orders and requirements of, and conditions imposed by, all federal, state and local governmental regulatory agencies and authorities (collectively, "Regulations") which are applicable as to Lessee's operations under this Agreement as of the date hereof or hereafter become applicable to the Golf Course, the Equipment and Supplies, or the operation thereof. This paragraph shall not be deemed as requiring Lessee to make any improvement or addition to the Clubhouse or the Golf Course, except to comply with any Regulations, applicable to the Lessee's operations under the Lease, where such Regulation is either (i) invoked as a result of a significant change or expansion of the Lessee's use of or operations on the Premises; or (ii) is implemented or changed after the date of this Lease. The responsibility for all other improvements or additions shall lie with the City. Lessee shall not perform any acts or carry on any practices that may damage the facilities and improvements located upon the Golf Course or Clubhouse or that may be a nuisance or menace to customers.

- b. Apply for, obtain and maintain in full force and effect, all permits, licenses and authorizations required, whether by City or by any other governmental agency, that are necessary or appropriate for the management, operation and maintenance of the Golf Course; provided, however, that City shall waive building permit fees, except plan check fees, when City contracts with an engineering firm to perform plan check services.
- c. Act as liaison between the City and various golf organizations affiliated with the golf course and actively represent the City to the public in matters related to the Golf Course and its operation. This includes attending any meeting at the request of

the City Manager or designee when a Golf Course related issue is scheduled to be discussed or needs to be presented.

- d. In connection with the Lessee's operation of the Premises, Lessee shall, on or before February 28 of each year during the term of this Agreement, submit to the City an annual maintenance, and capital improvement plan for the Premises (the "Annual Capital Improvement Plan"). The Annual Capital Improvement Plan shall also identify future projects needed and/or desired for the continued operation and improvement of the course.
- e. Lessee shall meet with City Representatives at the City's request to review operations. Lessee shall consider in good faith the requests and recommendations of the City Manager or designee to increase play and revenue or to enhance maintenance and operations.

2.2 Operation of the Golf Course – Lessee shall maintain, repair, manage, operate and supervise the golf course, Clubhouse and maintenance operations. To adequately perform these services, Lessee shall:

- a. Implement all policies and procedures and to perform any act deemed necessary or desirable for the operation and management of the Premises, provided that said policies and procedures are consistent with City ordinances and applicable laws and codes.
- b. Determine and set all green fees, membership fees, cart fees, rental fees, and all other charges associated with the operation of the Premises.
- c. Determine all personnel requirements, recruitment schedules and compensation levels and employ, train, promote, discharge and supervise all personnel performing services in and about the Premises, except the Maintenance Leadworker as long as he or she is a City employee.
- d. Purchase and/or lease all furnishings, equipment, tools, and operating supplies necessary or desirable for the operation of the Premises.
- e. Manage all Clubhouse operations, including collection and accounting of all fees, categorical recording of rounds played, and selecting and acquiring all golf related merchandise and

supplies for retail merchandising adequate to respond to demand.

- f. Maintain critical business systems, including, but not limited to, scheduling all tournaments/events and daily tee times, collecting all fees, preparing and submitting audits, completing asset inventories, paying all applicable taxes, and providing monthly reports and accounting of business activity to the City.
- g. Maintain an integrated accounting and electronic point of sale system designed specifically for golf operations and capable of tee-time reservations; rapid daily close out with a detailed summary; member statements displaying detailed or summarized transactions; efficient inventory control with bar code scanning; full accounting package that integrates retail sales, accounts receivable, accounts payable, member billing, purchase orders, inventory control and payroll into general ledger; full daily, monthly, quarterly, and annual operating statements; expansive report library customized specifically to the needs of operations and programs; budgeting function to measure actual performance; and quick touch point-of-sale designed for fast check-in and customer sales in Clubhouse. During the term of this Agreement, the ownership of this system shall remain with Lessee. Upon termination of this Agreement, Lessee shall provide the data in the system to the City for its subsequent use at no cost to the City. If permitted by the terms of its software license, upon City's request, Lessee shall sell the accounting software to the City at its, then, fair market value. If the City does not exercise its right to purchase the accounting software or the Lessee is not permitted under the terms of its license to sell the software to the City, the data shall be furnished in a form that can be converted to a standard electronic format.
- h. Maintain an on-line marketing program that includes a website, hosting, collection of customer data and a platform to advertise services and discounts. Upon termination of this Agreement, Lessee shall provide the data in the system to the City for its subsequent use at no cost to the City. If permitted by the terms of its software license, upon City's request, Lessee shall sell the marketing software to the City at its, then, fair market value. If the City does not exercise its right to purchase the marketing software or the Lessee is not permitted under the terms of its license to sell the software to the City, the data shall be furnished in a form that can be converted to a standard electronic format.

- i. Maintain a computerized tee sheet reservation system that is integrated with the point of sale system and website. Upon termination of this Agreement, Lessee shall provide the data in the system to the City for its subsequent use at no cost to the City. If permitted by the terms of its software license, upon City's request, Lessee shall sell the reservation software to the City at its, then, fair market value. If the City does not exercise its right to purchase the tee sheet reservation software or the Lessee is not permitted under the terms of its license to sell the software to the City, the data shall be furnished in a form that can be converted to a standard electronic format
- j. Maintain rental sets of men's, women's, and youth golf clubs and push carts adequate to respond to public demand.
- k. Maintain a Clubhouse lounge area that shall include (at a minimum) seating, tables, and one large screen television with cable/satellite programming.
- l. Develop a golf instruction program and employ at least one fulltime golf professional with a Class A golf professional certification from the Professional Golfer's Association ("PGA").
- m. Develop and implement a junior golf development program.
- n. In the event that a driving range is established, develop a complete and comprehensive golf instruction program and junior golf development program.
- o. Develop and implement a comprehensive marketing strategy for promotion of the golf facility, including, but not limited to, promotion of special group and tournament play programs and recruitment of out of area play, particularly during low play periods. At no additional cost to the City, the City will make all City related marketing methods available to the Lessor including billing stuffer inserts, the City's website, social media sites, recreation related publications, and banner program (collectively, the "City Media"). The City has a right to review, edit and deny any content which is to be distributed under the City Media that is not in the best interest of the City.
- p. Provide food and beverage concessions of sufficient quality and variety to meet customer demand, including, but not limited to, sandwiches, hot dogs, chips and snack foods, soda, bottled water and alcoholic beverages. For purposes of this Agreement, the provision of beer shall be deemed to satisfy the "alcoholic

beverage" requirements; provided, however, that wine shall be added at such time as changes in food service would allow for the conversion of the existing Type 40 on-sale beer license from the Alcoholic Beverage Control Board ("ABC") to a Type 41 on-sale beer and wine license and to acquire a Type 47 alcoholic beverage license for an eating establishment at such time as changes in food service would support a full bar. The City shall fully cooperate with Lessee and provide written approvals or other information that would aid in any application by Lessee to change to a Type 41 or acquire a Type 47 license.

- q. Provide golf related merchandise for purchase of sufficient quality and quantities to satisfy consumer demand.
- r. In cooperation with the City, explore the feasibility for the operation of a full service food and beverage facility on site and the feasibility of uses related to the golf course, including a driving range, miniature golf, and batting cages.
- s. The Lessee shall operate the Todd Grove Room as a public rental facility until such time as the Lessee has the need to utilize the room for expanded retail and/or food/beverage operations.
- t. Until such time as the Todd Grove Room is used for expanded retail and/or food/beverage operations by the Lessee and subject to availability based on Lessee's scheduled events/rentals, the City shall be granted use at no cost for limited City sponsored events/meetings, day camp and recreation division activities, and Sundays in the Park, as the Parties mutually agree. Lessee shall not unreasonably deny such use. The City shall be responsible for cost of cleaning and any damages related to the City's use of the facility.
- u. In cooperation with the City, explore the feasibility of a full service practice range facility on- or off-site.
- v. Enforce all rules and regulations which are adopted by the City Council, which shall be deemed to be incorporated herein and by reference made a part of this Agreement so long as they remain in effect; provided that, in the event that there is a rule or regulations which is adopted after the date of this Agreement and which would adversely affect Lessee's rights under this Agreement, Lessee shall have the right to terminate this Agreement on written notice to Lessor.

- w. Regulate the rate of play and the play and conduct of the players in such a way as to provide for the safety of the players and others.
- x. Police the Golf Course through a regularly scheduled marshaling program at key times, minimizing slow play and preserving order, including keeping off trespassers, preventing injury to the Golf Course by players and others.
- y. Prevent any person from playing without first having paid green fees unless otherwise directed by City..
- z. Act as starter of play, and supervisor of cart usage.
- aa. Keep the Golf Course and practice area open for play during a schedule of reasonable hours approved by City.
- bb. Administer the privately owned golf cart program for use of carts on the golf course including collection of registration certificates, registration or other applicable fees, and certificates of insurance.
- cc. Lessee shall not install or permit installation or use of any vending machine, pinball machine or similar equipment without the prior written consent of the City which the City shall grant or deny in its sole discretion.
- dd. Lessee shall not allow any newspaper rack or other object to be placed and maintained outside of the Clubhouse whether attached thereto or freestanding, or anywhere on the Premises unless otherwise approved by the City Manager or designee.
- ee. Lessee shall not permit vendors to display or sell goods, wares or merchandise either within the interior or exterior of the Clubhouse or anywhere on the Premises, except in the ordinary course of the merchandising and/or promoting the golf course or the Lessees merchandise, programs and services unless otherwise approved by the City Manager or designee.
- ff. With the approval of the City, the Lessee shall make the Premises available for use at no cost to local schools and youth programs including team/league programs offered through Ukiah Unified School District and day camp activities offered by the City of Ukiah's Recreation Division. This usage shall be coordinated with the Lessee and will be programmed to limit impacts on revenue producing services and activities.

- gg. Any charitable gifts or complementary services must be approved by both the Lessee and the City Manager or designee.

2.3 Rental Carts. Lessee shall provide and maintain at its sole expense a fleet of golf carts adequate to respond to demand, including tournaments. To satisfy this obligation Lessee shall:

- a. Assign the golf cart to the proper individual.
- b. Provide Instructions for the renter on how to use the cart properly, and enforce proper usage on the Golf Course. Direct the renter to and from first and ninth tee as needed.
- c. If necessary, request driver's license or other suitable identification from renter as and verification of age.
- d. Move carts in and out of proper housing daily.
- e. Thoroughly wash each cart as frequently as needed.
- f. Promptly repair of body damage to carts.
- g. Maintain the golf carts so that not less than 90% of all carts must be operable at all times.
- h. Properly maintain each cart when it is returned to assure safe mechanical condition.

2.4 Maintenance Operations. Lessee shall hire, train and supervise a group of employees qualified in golf course maintenance operations. All areas of the golf course, facility and grounds will be maintained in a professional manner to ensure that paying customers will enjoy their experience and return to play again or to use the facilities. The list of areas that will be maintained by the City's Maintenance Leadworker and Lessee's Staff include:

- a. Clubhouse - The Clubhouse is to be preserved and kept in a professional manner. Lessee's staff shall keep area clean, organized and presentable to all visiting players, guests and members of the community. Landscape shall enhance the first impression that golfers and visitors receive when they arrive at the course.
- b. Parking Lot - The parking lot shall be free of debris and dust at

all times. The parking lot is the first impression that all players, guests and members of the community receive when they arrive at the course.

- c. Outside Eating & Viewing Area -This area is located just outside of all entrance doors. This important area lends itself to the development of a picnic and seating area for outdoor use on sunny days.
- d. Routine Inspections - Routinely inspect the Premises on a regular basis as need to ensure that all aspects, features, areas, buildings, grounds, amenities are clean, safe, in good condition and free from hazards.
- e. Maintenance Facilities - Establish and maintain facilities for the maintenance of equipment and supplies that comply or assure compliance with all applicable City ordinances, and state and federal statutes, regulations and policies, including policies pertaining to Hazardous Materials and workplace safety.
- f. Golf Course – The Golf Course shall be maintained per the following specifications to ensure an enjoyable playing experience and the continuous improvement of the Premises. The Parties recognize that the following represent customary maintenance requirements and that Lessee shall use its best efforts to provide maintenance and operation of the Premises that exceeds these customary requirements. The Parties expect the Lessee to maintain the Golf Course in a manner that is equivalent to or exceeds practices and standards followed by similarly-situated public golf courses in Northern California.
 - 1) Purchase and maintain all of the supplies, tools, equipment necessary to maintain, repair and improve the Premises and operate the Golf Course.
 - 2) Water greens, tees, fairways, and landscape areas.
 - 3) Change cup locations no less than three days per week.
 - 4) Rake traps and repair divots daily.
 - 5) Edge all sand traps twice monthly.
 - 6) Vertical cut all greens not less than four times per year, and more if needed.
 - 7) Fertilize greens, collars and heavy traffic areas every eight weeks.
 - 8) Aerate greens twice annually, or more if needed.
 - 9) Top dress all greens twice per year, or more if needed.
 - 10) Aerate tees twice annually, or more if needed.

- 11) Top dress tees twice annually. Seed and sand divots and move tee markers daily.
- 12) Mow greens at least four times per week in the months of March through October, and at least twice per week in the months of November through February, or more if needed.
- 13) Spray greens, tees and fairways when needed for broad leaf grasses and damaging fungus/disease/pests, all in accordance with the City's Integrated Pest Management Program attached hereto as Exhibit C
- 14) Mow fairways twice weekly during the months of March through October, and at least once a week during the months of November through February, or more if needed.
- 15) Mow collars and tees twice each week.
- 16) Mow all rough areas twice monthly.
- 17) Routinely survey and inspect trees located on the Premises, promptly pruning or removing trees that pose a risk of personal injury or property damage, all in accordance with the Tree Management Policy Guidelines attached hereto as Exhibit D.
- 18) Lessee must comply with all safety and environmental regulations for cleaning and servicing maintenance equipment.
- 19) Maintain creeks and waterways located on or adjacent to the Premises in accordance with the City's Creek Maintenance Policies and Procedures, a true and correct copy of which is attached hereto as Exhibit E.

2.5 Maintenance Leadworker. The Lessee will contract with the City for the services of the Maintenance Leadworker currently employed by the City. The term "Maintenance Leadworker" includes any future change to this employee's job title or classification. Lessee shall reimburse City for its cost to employ the Maintenance Leadworker in accordance with Section 4.1.d. The Maintenance Leadworker shall perform the duties and receive the compensation set forth in the job description, attached hereto as Exhibit F.

- a. The Maintenance Leadworker shall be subject to day-to-day supervision of Lessee and, subject to Lessee's supervision, shall oversee and direct the work of the golf course maintenance crew employed by Lessee. The Lessee and the Maintenance Leadworker shall cooperate as necessary to facilitate the Maintenance Leadworker's authority to direct the work of the golf course maintenance crew, recognizing that the Lessee is the maintenance crew's employer and is ultimately responsible for

their performance and for compliance with applicable labor and worker safety and workers' compensation laws and regulations.

- b. Except as otherwise specifically set forth in this Agreement, the Maintenance Leadworker shall be treated as any other City employee, subject to the same rules, regulations and policies as apply to similarly situated employees in the City, including rules, regulations and policies concerning compensation, pay increases, evaluations, discipline, and lay-off.
- c. Lessor and Lessee shall cooperate in monitoring and evaluating the Maintenance Leadworker's performance. City shall give due consideration to Lessee's evaluation of the Maintenance Leadworker's performance in making decisions regarding continued employment and any pay or benefit increases. If the currently employed Maintenance Leadworker's employment by the City terminates, for any reason, Lessee shall replace him with an employee hired by Lessee or a mutually agreeable employee of the City, as the parties shall agree.

2.6 Cooperation. The City recognizes and acknowledges that its assistance to and cooperation with Lessee should be made available to assist Lessee in performing its covenants and obligations under this Agreement. Lessee recognizes and acknowledges that City may assist Lessee, when the City has the capacity and availability of resources to provide that assistance, when it is sought by Lessee. Lessee agrees that its obligations under this Lease are not conditioned on the City providing assistance under the terms of this paragraph 2.5

- a. The City further agrees it shall designate a specific officer or employee having appropriate experience and authority whose responsibility it is to work with Lessee in assisting Lessee to obtain the cooperation and assistance of the City, subject to the terms of this Agreement and all applicable laws.
- b. The City agrees it shall execute such documents and do such further acts and things as Lessee reasonably requests in order to assist Lessee in fulfilling its obligations under this Agreement.
- c. The parties recognize that they share a mutual interest in the maintenance, repair and operation of the Premises. At the City's sole discretion, the City Manager or designee can make equipment and personnel, available to Lessee, including for use in repaving areas on the Premises, such as parking lots and cart paths, when that can be done without undue interference with the City's primary responsibilities and in accordance with

applicable legal requirements.

- d. Whenever, Lessee requests assistance that will require the services of a City employee or the use of City owned equipment to perform maintenance or repair work or other direct services at the Golf Course or Club House, Lessee shall reimburse the City for the pro-rated cost of the employees' salary and benefits and of the equipment. The rates of reimbursement shall be based on actual costs. Costs incurred by City shall be paid as an additional lease payment due with the next lease payment after the City has sent Lessee an invoice for such expenses.
- e. The City Manager may permit Lessee to purchase fuel from the City to fuel equipment used by Lessee to operate and maintain the Golf Course.

2.7 City use of Premises. The retains the right to use the Premises for municipal purposes as long as its use does not unduly interfere with the Lessee's use of the Premises pursuant to this Lease. Such retained use includes, but is not limited to, City property or facilities located on the Premises or adjacent thereto. City shall maintain all roads leading to the large water tanks located on the Premises. Lessor and Lessee shall share the cost to maintain all roads leading to the large water tanks located on the Premises based on the relative use of the roads by Lessor and Lessee, the specific allocation of the costs to be agreed upon by Lessor and Lessee.

3. TERM

3.1 Initial Term - The initial term of this Agreement shall be for Ten (10) years, beginning on July 1, 2012 (the "Commencement Date"), and ending Ten (10) years thereafter (the "Initial Term").

3.2. Option to Extend by Lessee - Lessee shall have the right and option to extend the term of this Agreement at the end of the Initial Term, under all of the terms, covenants and conditions contained in this Agreement, for two (2) five (5) year option periods (the "Option Periods"). The right to exercise these options is dependent upon Lessee not being in material default under this Agreement (after the expiration of any applicable cure periods) on the date each Option Period is to commence. Lessee must give City written notice of its intention to exercise such option not less than one hundred eighty (180) days prior to the end of the Initial Term and, if applicable, the second Option Period.

3.3. Surrender upon Agreement Expiration -

- a. Upon the expiration or earlier termination of this Agreement, Lessee shall surrender and restore to City immediate possession of the Premises in its equal or better condition than it was in on the commencement of the Initial Term, excepting ordinary reduction in useful life, damages caused by Acts of God, and ordinary wear and tear, assuming as to each of the foregoing exceptions, maintenance by Lessee as required under this Lease.
- b. All tenant improvements, including trade fixtures, shall become the property of the City upon expiration or termination of this Lease.
- c. The City shall have the option to purchase at its then fair market value any personal property acquired by Lessee as provided in this Agreement or during the term of this Agreement primarily for Lessee's use in operating or maintaining the Premises. The City must provide written notice of its intent to exercise the option no later than sixty (60) days after this Lease terminates or expires. The parties shall negotiate in good faith the amount that constitutes fair market value and the terms of payment.

4. RENT

In consideration of City executing this Agreement and granting the rights provided in this Agreement, Lessee shall pay to City Rent as indicated below.

4.1 Rent.

Lessee shall pay:

- a. Percentage Rent to City as provided in the attached Exhibit G;
- b. The Purchase Price for the personal property described in Exhibits B-1 and B-2, which is \$60,000 payable in 120 equal monthly installments of \$500; and
- c. Reimbursement for labor and equipment as provided in Section 2.5.d

d. Reimbursement for the City's cost of employing the Maintenance Leadworker, limited to the actual, direct costs of the City's payments for Maintenance Leadworker's salary and benefits during the term that the Maintenance Leadworker provides services to the Lessee under this Agreement, excluding severance pay or other expenses associated with termination of his employment by the City. The costs include the full annual cost of the Maintenance Leadworker's salary and benefits payable in twelve monthly installments each Lease Year. Each monthly installment shall be invoiced by the City to Lessee, in arrears, on the fifth of each month and shall be payable by Lessee to the City on the 25th of the following month after receipt of written invoice from the City.

4.2 Contribution to Capital Improvement Project Fund.

Lessee shall contribute \$40,000 per year to a Capital Improvement Project ("CIP") Fund to be administered in accordance with the attached Exhibit H, which is incorporated herein. The contribution shall be made no later than June 30 of each year, commencing on June 30, 2013. A contribution received after the due date shall be treated as delinquent rent with the fee and interest to be added to the CIP Fund, less the City's collection costs. After five years of contributions, commencing July 1, 2017 (the "Initial CPI Adjustment Date"), the amount contributed to the CIP fund shall be adjusted up or down by the percentage change in the average monthly CPI over the twelve (12) months preceding July 1 as compared to the CPI for the previous twelve months. CPI means the Consumer Price Index For San Francisco-Oakland-San Jose, CA, All Items (base year 1982-1984 = 100), published by the United States Department of Labor, Bureau of Labor Statistics. In the event the CPI is discontinued or otherwise not available, "CPI" shall mean such comparable statistics on the purchasing power of the consumer dollar as is reasonably agreed on between the City and Lessee.

4.3 Payment of Rent.

Subject to the credits required by Section 4.5, Rent as set forth in Section 4.1.a – d shall be paid monthly in arrears by no later than the 25th day of each month. If the 25th day is a holiday for the City, the rent shall be due on the next business day. Rent payments not received by the City when due shall be considered delinquent. Lessee shall pay a late fee of \$250 for each delinquent rent payment and interest on the unpaid balance of delinquent rent from the date due until paid in full. The annual interest rate shall be 2% above the WSJ prime rate pro-rated based on a 365 day year.

4.4 Rent Audit.

City shall have the right to audit Lessee's Gross Revenue at any time as further provided in Section 6. If the audit reveals that rent in any month has been underpaid by more than 1%, the actual, direct and reasonable cost of the audit shall be considered additional rent. An underpayment or overpayment of rent of more than 1% of the rent paid shall be payable, respectively, by Lessee or Lessor within 15 days after the parties have received written notice of the amount underpaid or overpaid. If not paid within that time, the amount under- or overpaid shall be subject to interest at 2% over the WSJ prime rate, from the due date until paid in full. .

4.5 Prorations.

4.5.1 The City has issued gift certificates and maintains credited funds for these certificates based on payments made prior to honoring the certificates. The City also has received payments for annual golf course memberships which cover a period of time before and after the commencement date. On or before the commencement date, the parties shall determine the outstanding balance of gift certificate credits redeemable after the commencement date. City shall provide lessee with a credit against rent equal to said outstanding balance. The annual golf course membership fees shall be pro-rated based on a percentage where the denominator is 365 and the numerator is the number of days of the membership remaining after the commencement date. The City shall provide lessee with a credit against rent equal to the pro-rated portion of the annual membership fees.

4.5.2 Within thirty (30) days after the termination of this Lease for any reason, Lessee shall pay Lessor an amount of money equal to the gift certificate and credit book credits outstanding as of the termination date and the pro-rated portion of fees actually received by Lessee from players or customers of golf course facilities for the remaining portion of the year after the termination date reduced by any rent paid by Lessee on that income.

5. MAINTENANCE AND EXAMINATION OF RECORDS.

Lessee shall maintain financial records in accordance with generally accepted accounting standards consistently applied which accurately record and reflect all income and expenses incurred in its performance under this Lease during a period of four (4) years. Further, if City has reasonable cause to believe that Lessee's financial condition may be adversely affecting its performance under this Lease or could lead to a

default or material breach of the Lease, these financial records shall, upon at least ten (10) business days' prior written request from City to Lessee, be open and available to City or City's representative for an examination at all reasonable times during business hours at a location within 50 miles of the Premises. Except as provided in 6.4, the City shall treat any financial information received from Lessee as proprietary information under the California Public Records Act, specifically Government Code Section 6254.15, or any amended or successor provision, and, unless compelled by court order, shall not disclose such information to any member of the public and shall restrict its disclosure to City staff or contractors who require the information to enforce the City's rights under this Lease.

6. ACCOUNTING AND FINANCIAL STATEMENTS.

6.1 Financial Record Keeping. Lessee shall install and maintain a system of cash management, records and accounts, in a form approved by the City, and which complies with Generally Accepted Accounting Principles ("GAPP"), consistently applied to Gross Revenues from all sources and any computation of Adjusted Gross Revenues or rental payments under Paragraph 4 of this Lease. Lessee shall permit City, through its designated representatives, to inspect and audit such gross revenue accounts of Lessee pertaining to the performance of this Agreement as provided in paragraphs 5, above, and 6.4, below.

6.2 Accounting. Lessee shall keep true and accurate books and records in accordance with GAPP, consistently applied, which reflect Gross Revenues of the Golf Course by type, and tee time reservations and categorical rounds played at the Golf Course, and which are subject to audit in accordance with GAPP, showing all transactions related to the operations covered by this Agreement. Lessee, within ninety (90) days after the close of each fiscal year of July 1 through June 30 ("Fiscal Year") for the term of this Agreement, shall provide the City in a form satisfactory to the City, an accounting of Gross Revenue and deductions for computing Adjusted Gross Revenue and the resulting rent payments. The accounting shall include, but not be limited to, all Gross Revenue by type. The Lessee shall furnish a written statement and an opinion directed to the City prepared by the Certified Public Accountant that the statement of revenues of the preceding year have been made within the terms and conditions of this Agreement and that all revenues are completely and accurately reported. Such statement shall contain a list of the revenues as shown upon the books and records of the Lessee which were used to compute the payments to the City during the period covered by the statement. City shall be entitled at any time within two (2) years after the conclusion of a Lease Year or six months after the terminate or expiration of the Lease to question the sufficiency of any rent payments or the accuracy of the report furnished by Lessee.

6.3. Inventory fixed assets. Lessee shall, each year, inventory all Capital Improvements, Furnishings, Fixtures and Equipment. Ownership of all Capital Improvements and Furnishings, Fixtures and Equipment is property of the City.

6.4. Audit. The City reserves the right to designate its own employee representative(s) or its contracted representatives who shall have the right to audit the Lessee's accounting procedures and internal controls of the Lessee's financial systems and to examine any cost, revenue, payment, claim, other records or supporting documentation which comprises Gross Revenues and exclusions from the same resulting from any items set forth in this Agreement. Any such audit(s) shall be undertaken by City or its representative(s) at reasonable times and in conformance with generally accepted auditing standards, provided that (1) at least 10 days advance written notice is given to Lessee, and (2) an audit is not performed more frequently than one each Lease Year. Lessee agrees to fully cooperate with any such audit(s). Any information obtained by City in conducting an audit of Lessee's books and records shall be treated as confidential except in any litigation or proceeding between City and Lessee, or excepting any information required to be disclosed under a Public Records Act request. The right to audit shall extend during the length of this Agreement and for a period of four (4) years, or longer if required by law, following the date of final payment under the Agreement. Lessee agrees to retain all necessary records/documentation for the entire length of this audit period.

The Lessee will be notified in writing of any exception taken as a result of an audit. Lessee shall have fifteen (15) days from the presentation of such findings to review such exception and City and Lessee shall cooperate on resolution of any issues which may arise. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Lessee's invoices and/or records shall be made within thirty (30) days from presentation of City's findings to Lessee. If Lessee fails to make such payment, Lessee agrees to pay late fees and interest as set forth in Section 4.2 and 4.3. If an audit inspection or examination in accordance with this section, discloses overcharges (of any nature) by the Lessee to the City in excess of one percent (1%) of the value of that portion of the contract that was audited, the actual cost of the City's audit shall be reimbursed to the City by the Lessee

7. CONDITION OF PREMISES.

Lessee agrees that neither City nor City's agents have made any representations or promises with respect to the physical condition of the Clubhouse, the Golf Course, parking lots, cart storage, revenues or expenses of the operation, or any other matter related to the Golf Course and associated facilities except as herein expressly set forth in the provisions of the Agreement. Lessee agrees that neither City nor any agent of the City has made any representation or warranty as to the suitability of the Clubhouse for the conduct of the Lessee's business. Lessee agrees to accept the premises as is.

8. HAZARDOUS MATERIALS.

8.1. Definition As used herein, the term "Hazardous Material" shall mean any waste, material or substance (whether in the form of a liquid, a solid, or a gas and whether or not air-borne), which is or is deemed to be a pollutant or a contaminant, or

which is or is deemed to be hazardous, toxic, ignitable, reactive, corrosive, dangerous, harmful or injurious, or which presents a risk, to public health or to the environment, or which is or may become regulated by or under the authority of any applicable local, state or federal laws, judgments, ordinances, orders, rules, regulations, codes or other governmental restrictions, guidelines or requirements, or any amendments or successor(s) thereto.

8.2. Hold Harmless Lessee and City shall indemnify, defend and hold harmless the other party and its officers, officials, employees and agents with respect to all losses arising out of or resulting from the release of any Hazardous Material in or about the Golf Course, or the violation of any law enacted for the protection of the environment or regulating Hazardous Material, by that party or that party's agents, Lessees, employees or invitees. Lessee shall be responsible for the proper containment and disposal of Hazardous Material released or used in connection with the cleaning, maintenance or repair of tools or equipment used by Lessee in the operation and maintenance of the Premises. This indemnification includes all losses, liabilities, obligations, penalties, fines, claims, actions (including remedial or enforcement actions of any kind and administrative or judicial proceedings, orders, or judgments), damages (including consequential and punitive damages), and costs (including attorney, consultant, and expert fees and expenses) resulting from the release or violation. This indemnification shall survive the expiration or termination of this Agreement.

8.3. Allowable Materials Subject to the provisions of Exhibit C to this Lease, Lessee shall not use or bring onto the Golf Course any Hazardous Material other than Hazardous Materials commonly used for the operation of the Golf Course, including but not limited to vehicles and equipment or household hazardous materials commonly used in connection with cleaning. Lessee shall use, store and dispose of all such Hazardous Material in strict compliance with all applicable statutes, ordinances and regulations in effect during the term of this Agreement.

9. PARKING AND CART STORAGE.

9.1. Lessee shall have the non-exclusive right to use the existing Golf Course parking lots for guest and employee parking.

9.2 City, through a lease with the Men's Golf Club, shall continue to provide, at no cost to Lessee, an area sufficient to house up to 40 of the Lessee's carts within the existing cart barn located on the Golf Course. Per the provisions of the lease with the Men's Golf Club, additional space may be negotiated if needed.

10. FURNISHINGS AND EQUIPMENT.

Lessee shall furnish the Clubhouse at no cost to the City, all such furnishings shall remain the property of Lessee and shall be removed by the Lessee upon termination of this Agreement, subject to City's option to purchase as provided in Section 3.3.c.

11. TAXES.

11.1. Definition. As used in this Agreement, the term "Taxes" shall include any form of tax or assessment, license fee, license tax, tax or excise on rent, or any other levy, charge, expense or imposition (individually and collectively "impositions") imposed by any Federal, State, County or City, on any interest of Lessee in the Golf Course or clubhouse, its improvements, fixtures, inventory, or any other aspect of its business.

11.2. Payment of Taxes by Lessee. Lessee shall pay all taxes when due and payable.

11.3. Possessory Interest Tax. Lessee acknowledges that they have been informed that under Section 107 of the Revenue and Taxation Code of the State of California, the Mendocino County Assessor is required to place a value on all possessory interests. Possessory interest is defined as the right of a private taxable person or entity to use property owned by a tax-exempt agency for private purposes. A possessory interest tax will, therefore, be levied by the County Assessor on this property against the Lessee as of the lien date, which is March 1 of each year. Lessee shall make payment directly to the Mendocino County Tax Collector as directed on the tax bill. Lessee has the right to challenge the Assessor's value through the Assessor's appeal process. Lessee's failure to pay said tax will be considered a breach to be cured per Section 21.

12. INSURANCE.

Lessee shall at all times during the term hereof, produce and continue in force Comprehensive General or Commercial Liability Insurance, Automobile Insurance, Fire insurance on Lessee's inventory, equipment and fixtures, Workers' Compensation and Employer's Liability Insurance, and maintain property loss insurance, including loss resulting from fire, or other perils, insuring the Golf Course, the Clubhouse and the other improvements on the Golf Course for replacement cost, all in accordance with Exhibit "I" of this agreement; provided that the CGL or Commercial Liability or Automobile Liability insurance includes and does not exclude owned and non-owned golf carts. The City shall be named as a loss payee under said insurance. City may require increases in all of Lessee's insurance policy limits for all insurance to be carried by Lessee as set forth in this Section, if such increases are commercially reasonable. Neither party shall be required to carry earthquake insurance.

13. WAIVER OF SUBROGATION.

Lessee and City hereby waive and release any and all right of recovery against the other, including employees and agents, arising during the Term for any and all loss or damage to any property located within or constituting a part of the building in which the Clubhouse is located, including loss of rental income, which loss or damage arises from the perils covered by Fire and Extended Coverage Policy to the extent such loss or

damage is not within a deductible and is actually paid under the policy. This mutual waiver is in addition to any other waiver or release contained in this Agreement. Lessee shall each have its insurance policies issued in such form as to waive any right of subrogation which might otherwise exist.

14. INDEMNITY.

Lessee shall indemnify, defend, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature occurring at the Premises, or arising out of or in any way connected with Lessee's operations under this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of City. Lessee shall promptly notify City of any death, injury or property damage occurring on or about the Golf Course or Clubhouse. This indemnification includes all of the City's losses, liabilities, obligations, penalties, fines, claims, actions (including remedial or enforcement actions of any kind and administrative or judicial proceedings, orders, or judgments), damages (including consequential and punitive damages), and costs (including attorney, consultant, investigator and expert fees and expenses). This indemnification shall survive the expiration or termination of this Agreement.

15. UTILITIES.

Lessee shall bear full costs of all utilities.

- 1 If available and provided by or through the City, the golf course property is approved to qualify for the commercial and/or municipal rate for water, garbage, electric and/or sewer service(s)..
- 2 Cost of water and electric services for irrigation purposes shall be deducted from Gross Revenue as provided in Section 4.4.

16. RIGHT OF ENTRY.

The lease granted to Lessee does not restrict the City and its authorized officers, employees or contractors from entering the Premises at any time for any legitimate municipal purpose, including, but not limited, to inspection, repair, maintenance or emergency response. City shall exercise due care when entering the Premises to avoid harm to or loss of trade fixtures, inventory, equipment or other personal property owned by Lessee which is located within the clubhouse.

17. ALTERATIONS.

17.1. Prior Consent. Lessee shall not, without City's prior written consent, make any structural alterations, improvements, or additions of a structural nature, major alterations of the configuration of the golf course, or exterior design modifications in, or

install any exterior lights, signs, decoration or painting, or build any fences, or install any radio or television antennae, loud speakers, sound amplifiers or similar devices on the roof or exterior of the Premises, or make any changes to the exterior of the clubhouse or any of the surrounding areas (hereinafter "Alterations") without City's prior written consent.

17.2. Proposal for Alterations. Any Alterations shall be presented to City in written form for conceptual approval. If conceptually approved, Lessee shall submit proposed detailed plans. City shall respond to any such submission promptly within thirty (30) working days after receipt. If City fails to respond within such thirty-day period, Lessee may give City ten (10) days written notice of its intention to proceed with the proposed Alteration. If City fails to respond within such ten-day period, City shall be deemed to have given its consent to the proposed Alteration. If City shall give its consent, the consent shall be deemed conditioned upon Lessee acquiring all permits to do the work from appropriate governmental agencies, the furnishing of a copy thereof to City prior to the commencement of the work and the compliance by Lessee with all conditions of said permit in a prompt and expeditious manner.

17.3. Quality of Work All work with respect to alterations must be performed either by employees and/or volunteers with training and experience qualifying them to perform the work or licensed contractors with the appropriate general or specialty contractor's licenses from the Contractor's State Licensing Board and shall be performed in a workman like manner and diligently prosecuted to completion to the end that the improvements on the Golf Course or Clubhouse shall at all times be a completed unit except during the period of work. Any such Alterations shall be performed and done strictly in accordance with the laws and ordinances relating thereto. Lessee shall have the work performed in such a manner so as not to unreasonably obstruct the access of any other Lessee in the Building.

18. MECHANICS LIENS.

18.1. Responsibility for Payment Lessee hereby agrees that it will pay or cause to be paid all costs for work done by it or caused to be done by it on the Clubhouse, and it will keep the Clubhouse free and clear of all mechanics' liens on account of work done by Lessee or persons claiming under it.

18.2. Security If Lessee shall desire to contest any claim of lien it shall furnish City adequate security pursuant to Section 3143 and such other applicable provisions of the California Civil Code, plus estimated costs and interest, or a bond of a responsible corporate surety in such amount as is necessary to release the lien, or provide City with evidence that enforcement of the lien is stayed. If a final judgment establishing the validity or existence of a lien for any amount is entered, Lessee shall pay and satisfy the same at once.

18.3. In Case of Default. If Lessee shall be in default in paying any charge for which a mechanics' lien claim and suit to foreclose the lien have been filed, and shall

not have given City security to protect the Golf Course or Clubhouse and City against such claims of Lien, then City may, but shall not be obligated to, pay the said claim and any costs, and the amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due and owing from Lessee to City, and Lessee agrees to and shall pay the same with interest at the legal rate.

18.4. Notice of Lien. Should any claims of lien be filed against the Golf Course or Clubhouse or any action affecting the title to such property be commenced, the party receiving notice of such lien or action shall forthwith give the other party written notice thereof.

19. DAMAGE AND DESTRUCTION.

If the buildings or other improvements on the Premises should be partially damaged or totally destroyed by fire or other casualty, Lessee shall, from the Capital Improvement Fund as established in Exhibit H or, if to the extent that that fund is insufficient or the use of the fund is not approved in accordance with Exhibit H, at Lessee's sole expense, immediately commence repair, reconstruction or replacement of the building or improvement, and shall diligently and expeditiously restore the building or improvement in a good and workmanlike manner to a condition as good or better than the condition of the building or improvement prior to its damage or destruction. If the damage or destruction is within the scope of coverage under the insurance Lessee is required to maintain under Section 12, the Lessee shall use the proceeds from such policy or policies in the restoration of the damaged building or improvement. If the cost of restoration exceeds the proceeds from such policy or policies, the Lessee shall make up the difference.

Notwithstanding anything contained in this Section to the contrary, if any such damage or destruction is caused by a casualty which is not covered by the insurance or exceeds the policy limits required under Section 12, Lessee may, upon ninety (90) days written notice to City, either (i) terminate this Lease, or (ii) elect to make the repairs or reconstruction. If Lessee gives notice of termination, the City may avoid such termination by giving written notice to Lessee within sixty (60) days of its receipt of the Lessee's termination notice that City elects to fund the costs of restoration; provided that if such damage or destruction materially affects Lessee's operations on the Premises, the City commences such restoration work within a reasonable time, not to exceed ninety (90) days, and the City diligently proceeds to complete the work. If the overall time to complete the improvements is projected to exceed six (6) months from the occurrence of the damages, Lessee shall have the right to terminate this Lease.

20. LESSEE DEFAULTS.

The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by Lessee:

20.1. Material default and breach:

a. Any failure by Lessee to make any payment to City required hereunder as and when due, including all payments due under paragraphs 4.1, 4.2 and 4.3, including late fees and interest, where such failure continues for ten (10) days after written notice from City to Lessee that the such payment is past due.

b. The failure of Lessee to operate and maintain the Premises, or any part thereof, including the Clubhouse, for any period of 24 consecutive business hours shall be deemed an abandonment and vacation except when prevented by fire, earthquake, war, strike or other calamity beyond its control.

c. A failure by Lessee to observe and perform any other provisions of this Agreement to be observed or performed by Lessee, where such failure continues for thirty (30) days after written notice thereof by City to Lessee; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30) day period, Lessee shall not be deemed to be in default if Lessee shall within such period commence such cure and thereafter diligently prosecute the same to completion.

d. Lessee having committed repeated material defaults for an unreasonable period of time. Lessee shall be deemed to have committed repeated material defaults for an unreasonable number of times, if Lessee fails to perform the same provision more than three times over the course of this agreement or the Lessee commits more than three material breaches of this Agreement over a period of twelve consecutive months and each time City gives Lessee notice of such violation, even if Lessee subsequently cures the violation.

e. The making by Lessee of any general assignment for the benefit of creditors; the filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises, or of Lessee's interest in this Agreement, where possession is not restored to Lessee within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Golf Course or Clubhouse or of Lessee's interest in this Agreement, where such seizure is not discharged within thirty (30) days. Without limiting the foregoing, the parties agree and will not contest in any proceeding, including a proceeding in the United States Bankruptcy Court, that this Agreement is an executory contract or lease under 11 U.S.C. § 365, which Lessee would be required to either assume or reject within 60 days of filing the bankruptcy petition, and under which the Lessee must not be in default and with respect to which the Lessee would be required to provide adequate assurances that it would fully perform in the future. The parties further agree that Lessee's failure to make all deposits and payments due under this Agreement after a bankruptcy petition is filed shall constitute "cause," as that term is

defined under Section 362(d)(1) of the Bankruptcy Code, and shall require the bankruptcy court, following a hearing on an order shortening time, to lift the automatic stay to permit recovery by City of the Premises. Customer agrees that all post-petition deposits and payments due hereunder are administrative obligations and that they shall be so treated in any plan to be submitted by a debtor-in-possession.

20.2. Right to Terminate Lease. In the event of any such material default by Lessee, then in addition to any other remedies available to City at law or in equity, City shall have the immediate option to terminate this Agreement and all rights of Lessee hereunder by giving written notice of such intention to terminate.

21. CITY DEFAULTS; LESSEE TERMINATION RIGHTS

If City should be in default in the performance of any of its obligations under this Agreement, which default continues for a period of more than thirty (30) days after receipt of written notice from Lessee specifying such default, or if such default is of a nature to require more than thirty (30) days to remedy and continues beyond the time reasonably necessary to cure (provided City must have undertaken procedures to cure the default within such thirty (30) day period and diligently pursue such efforts to cure to completion), Lessee may, in addition to availing itself of any other remedies available at law and in equity, at its option, upon written notice, terminate this Agreement.

22. SURRENDER OF PREMISES.

Upon expiration or termination of this Agreement, Lessee shall quit and surrender the Premises with all the improvements thereon in as good state and condition as the same were when Lessee commenced the use thereof pursuant to this Agreement, reasonable wear and tear excepted. Upon expiration or termination of this Agreement, Lessee agrees, unless otherwise permitted in writing by City, to remove all personal property belonging to Lessee. Lessee shall, at its own expense, repair all damage to the Golf Course or Clubhouse including, but not limited to, any damages caused by the removal of its personal property. All improvements shall remain the property of the City and shall not be removed by Lessee. All personal property belonging to the City or purchased with City funds shall remain the property of the City and shall not be removed by Lessee.

23. SUBORDINATION.

Lessee shall, upon City's request, subordinate this Agreement in the future to any first lien placed by City upon the Golf Course or Clubhouse or building of which the Clubhouse forms a part or agree to an assignment of the City's rights to payment under this Lease (and pursuant to which City retains its rights to receive payments under this Agreement, unless it is in default under the loan agreements) with an insurance company, bank or any other institutional lender, provided that such lender executes a non-disturbance agreement providing that if Lessee is not then in default under this Agreement, this Agreement shall not terminate as a result of the foreclosure of such

lien, or conveyance in lieu thereof, Lessee's rights under this Agreement shall continue in full force and effect and its possession be undisturbed except in accordance with the provisions of this Agreement. Lessee shall reasonably cooperate with and provide any documents, materials and information which may be required by any lender for such loan including any financial records which are otherwise required to be delivered by Lessee to Lessor under the terms of this Agreement.

24. ASSIGNMENT.

Lessee acknowledges that City has entered into this Lease Agreement based upon the unique qualifications of Lessee. Accordingly, Lessee shall not assign this Agreement, enter into a franchise, license or concession agreement with respect thereto transfer this Agreement or any interest, right or obligation therein, or make or suffer any change in the majority ownership or control of Lessee without first procuring the written consent of City, which consent the City may grant or deny in its sole and unlimited discretion.

Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

25. NOTICES.

Whenever notice, payment or other communication is required or permitted under this Agreement, it shall be deemed to have been given when personally delivered, fax or deposited in the United States mail with proper first class postage affixed thereto and addressed as follows:

LESSEE

Tayman Park Golf Group, Inc.
Attn: James Stewart
488 Norman Ranch Lane
Santa Rosa, CA 95403
Fax: (707)284-3522

CITY

City of Ukiah
c/o City Manager
Ukiah Civic Center
300 Seminary Ave.
Ukiah, CA. 95482
Fax: 707-463-6204

Either party may change the address to which notices must be sent by providing notice of that change as provided in this paragraph.

26. LAWS OF CALIFORNIA.

The laws of the State of California shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Ukiah, Mendocino County.

27. INTEGRATION OF REPRESENTATIVES.

It is understood that there are no oral agreements or representations between City and Lessee which affect this agreement. This agreement supersedes and cancels any and all previous agreements, negotiations, arrangements, advertisements, or representations and understandings between the City and Lessee or displayed to Lessee by City with respect to the Golf Course or Clubhouse operation. There are no other representations or warranties between the parties.

28. MODIFICATIONS OF AGREEMENT.

No modification to the terms of this Agreement shall be enforceable, unless approved by Lessee and the City and set forth in a written addendum or amendment of this Agreement signed by authorized representatives of the parties. The City Manager may approve amendments to this Lease on behalf of the City that do not change the term or rent or the description of the leased premises or otherwise alter the purpose of the lease. All other amendments must be approved by the City Council.

29. TITLES.

The titles of Articles and sections herein are for convenience only and do not in any way define, limit or construe the contents thereof.

30. FORCE MAJEURE.

Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or other materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform any term, covenant or condition of this Agreement, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage except the obligations imposed with regard to rental and other charges to be paid by Lessee pursuant to this Agreement.

31. COMPLIANCE WITH GOVERNMENT REGULATIONS.

Lessee shall promptly comply with all Fire Code, Building Code and State Fire Marshal requirements and make necessary corrections in a timely manner. Lessee shall promptly comply with all laws, ordinances, orders, and regulations promulgated by any governmental agency and affecting the Golf Course or Clubhouse and their cleanliness, safety, occupation and use, including the maintenance of all permits and licenses required by law for the sale or consumption of alcoholic beverages in the areas under the Lessee's control or supervision (collectively, "Regulations"). This paragraph shall not be deemed as requiring Lessee to make any improvement or addition to the Clubhouse or the Golf Course, except to comply with any Regulation applicable to Lessee's operations under the Lease where such Regulation is either (i) invoked as a

result of a significant change or expansion of the Lessee's use of or operations on the Premises; or (ii) is implemented or changed after the date of this Lease. The responsibility for all other improvements or additions shall lie with the City. Lessee shall not perform any acts or carry on any practices that may damage the facilities and improvements located upon the Golf Course or Clubhouse or that may be a nuisance or menace to customers.

32. INSPECTIONS.

City or its duly authorized representatives, or agents and other persons for it, may enter upon the Golf Course and Clubhouse at any and all reasonable times during the term of this agreement for the purpose of determining whether or not Lessee is complying with the terms and conditions hereof or for any other purpose incidental to the rights of City.

33. INTEREST IN OTHER COURSES.

Lessee shall not have any financial or other interest in the control, operation or promotion of any other golf course, driving range or golf establishment within Mendocino County without first obtaining written permission from the City Manager or his/her designee. The City may not unreasonably deny such interest.

34. ORGANIZATIONS.

Lessee shall not become an officer or member of any Ukiah golf club or organization of golfers formed or to be formed at the Golf Course or in any organization in which participation would conflict with the orderly and efficient operation of the course, and particularly in the granting of starting time or playing privileges.

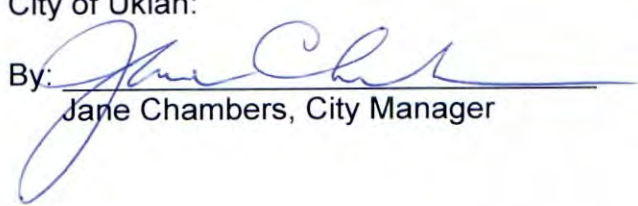
35. AUTHORITY.

Lessee shall have no authority to bind and shall not attempt to bind, City to any contracts or other obligations of any nature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

City of Ukiah:

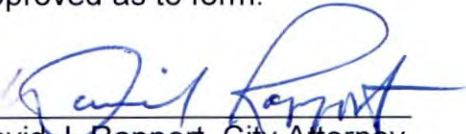
By:


Jane Chambers, City Manager

Attest:


Linda Brown, City Clerk

Approved as to form:


David J. Rapport, City Attorney

TAYMAN PARK GOLF GROUP, INC.,
Lessee

By: 

Its: 
PRESIDENT

EXHIBITS:

EXHIBIT "A"	DEPICTION OF REAL PROPERTY
EXHIBIT "B-1"	INVENTORY OF FURNISHINGS, FIXTURES & EQUIPMENT SOLD TO LESSEE
EXHIBIT "B-2"	INVENTORY OF EQUIPMENT SOLD TO LESSEE AND SHARED WITH THE CITY
EXHIBIT "C"	INTREGATED PEST MANAGEMENT PROGRAM
EXHIBIT "D"	TREE MANAGEMENT POLICY GUIDELINES
EXHIBIT "E"	CREEK MAINTENANCE POLICY AND PROCEDURES
EXHIBIT "F"	MAINTENANCE LEADWORKER JOB DESCRIPTION
EXHIBIT "G"	RENT AS PERCENTAGE OF GROSS REVENUE
EXHIBIT "H"	CAPITAL IMPROVEMENT PROJECT FUND
EXHIBIT "I"	INSURANCE REQUIREMENTS

EXHIBIT "A"

DEPICTION OF REAL PROPERTY

EXHIBIT A: DEPICTION OF REAL PROPERTY UKIAH MUNICIPAL GOLF COURSE

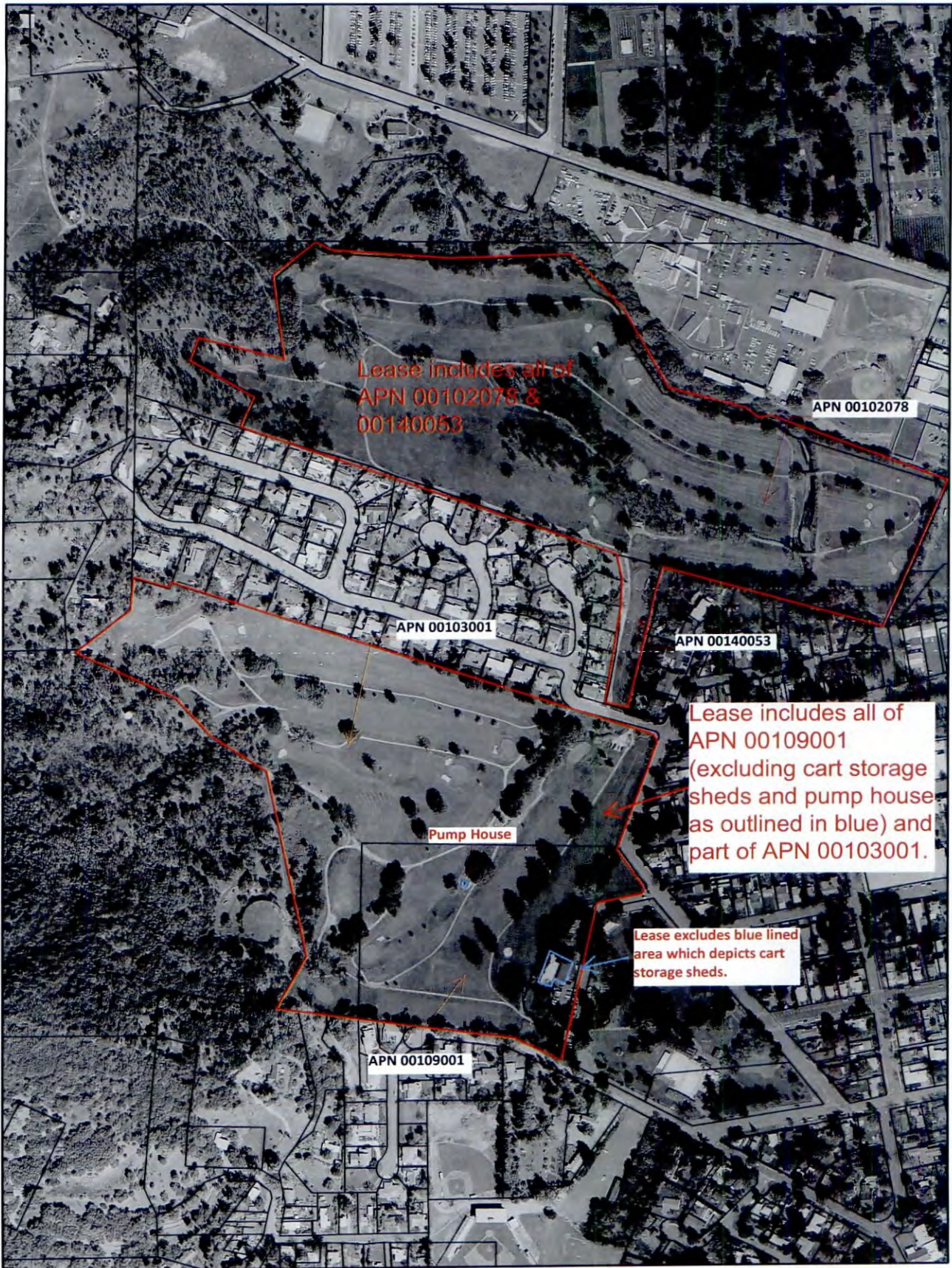


EXHIBIT "B-1"

**INVENTORY OF FURNISHINGS, FIXTURES & EQUIPMENT
SOLD TO LESSEE**

Exhibit B-1: Inventory of Personal Property To Be Sold To Tayman Park

Large Equipment

Equip #	Description
1210	Jacobsen Turf Tractor
3290	Nissan Truck with tanks
3570	Ford Ranger Truck
4955	Club Car Marshal Cart
4970	Club Car Carry All
4971	John Deere Gator 4x2
4980	Club Car Carry All
5200	Toro GM 1000 Walking Greens Mower
5400	Toro 6500 D Fairway Mower
5401	Toro 4000 D Rough Mower
5412	Toro 6500 D Fairway Mower
5433	Toro 3100 Tee Mower
5442	Toro 3050 Greens Mower (Parts only)
5443	Toro 3100 Greens Mower
5450	Kubota F 2400 Mower/Blower
5460	National Mower
5810	Lilly Spreader
5871	Toro Top Dresser 2500

Misc. Small and Supplies Equipment

Equip #	Description
5530	Stihl FS 100x4 Mix Weedeater
5531	Stihl FS 86 Weedeater
5533	Stihl FS 110 - 4 Mix Weedeater
5665	Stihl Br 550 Blower
5666	Stihl Br 600 Blower
5669	Stihl Br 420 c Blower
5690	Stihl Br 400 Blower
7261	Honda WB 20x Trash Pump
7410	Dayton Generator
7465	Stihl Pole Saw
7522	Echo CS-3400 Chain saw
7551	Stihl 029 Chainsaw
	Craftsman Bench Grinder
	2 Back Lapping machines
	2 Dewalt cordless drills
	2 Dewalt cordless saws alls
	Bosch drill with bits
	Makita grinder
	2 Accu gauges
	Craftsman tool boxes
	Tools (wrenches, sockets, screw drivers)

Work bench with vice					
Bearing tools with puller					
Parts washer					
2 spot lights, 2 mag lights					
Shop vac					
Air compressor					
Bed knife grinder					
Reel grinder (not working)					
Air tools					
Grease gun/drain pans					
Floor jack with stands					
Fuel locker with cans					
2 steele drags					
2 broom drags					
2 large pipe wrenches					
3 spreaders 1 drop					
2 water jugs					
trash cans					
paint materials					
irrigation wire					
1 back pack sprayer					
25 gal sprayer					
Hand tools (rakes, brooms, etc)					
5 gal propane heater					
2 chains, 2 tow straps					
3 cup cutters					
8 ft ladder					
trimmers					
auger					
drainage (pipe, fittings)					
drain boxes					
tree cages					
fabric					
erosion control					
2 bridge planks					
small T-posts					
tee supplies					
pigtails/rope					
irrigation parts					
fertilizer					
pesticides					
equipment parts					
lube/filters					
4 sets triplex heads 1 verticut					
rack for heads					

	Todd Grove Room Equipment					
	Description					
	Overhead Projector					
	130 Lifetime chairs with 4 carts					
	12 - 60" round Lifetime tables with 2 carts					
	8 - 2'x6' Rectangular Lifetime table with 1 cart					
	Podium					

EXHIBIT "B-2"

**INVENTORY OF EQUIPMENT SOLD TO LESSEE AND
SHARED BY THE CITY**

Exhibit B-2: Inventory of Personal Property To Be Sold To Tayman Park and Shared with City

City Equipment

Equip #	Description
1420	John Deere 301 Loader
5424	Toro 4000 D Rough Mower
5732	Toro Pro Core 648 Aerator
5735	SR 72 Soil Reliever
6110	Trailer 8x4

EXHIBIT "C"

INTEGRATED PEST MANAGEMENT PROGRAM



INTEGRATED PEST MANAGEMENT POLICIES
FOR THE
CITY OF UKIAH

Revised May 7, 2003

CITY OF UKIAH

INTEGRATED PEST MANAGEMENT POLICY

Purpose

To provide procedural guidelines for the management of various pest species in areas maintained by the City of Ukiah Parks Department.

Definition

Integrated Pest Management (IPM) is a pest management strategy that focuses on long-term prevention or suppression of pest problems with minimum impact on human health, the environment and non-target organisms. These strategies require the selection, integration and implementation of various pest control techniques considering the various economic, ecological and sociological consequences.

Policy Goals

It is the policy goal of the City of Ukiah, that these policies and practices concerning pest management remain active and ever changing based upon pest industry standards, community input, application limitations and staff recommendations. The City of Ukiah's general goals regarding our IPM program should involve the following:

- a. Provide training on a regular basis regarding IPM practices and techniques for all departments engaged in pest application use.
- b. Reduce pesticide use when appropriate, given the limitations of organic or manual eradication procedures.
- c. Establish and maintain pesticide use reports and record keeping to enhance employee training, community awareness and public safety.
- d. Continue City department inventory to determine what pest practices are being used and how to best coordinate safety programs for our employees.

Procedures

The following procedures for maintenance and application of pesticides shall apply to all Departments within the City of Ukiah .

- a. All departments that are involved with the IPM plan should establish a record-keeping system.
- b. The city will be responsible for providing training to appropriate personnel on how to recognize pests and how to cope with pest infestations.
- c. No pest application procedures can take place unless, the city employee applying the pest measures receives prior authorization from his or her Supervisor coordinating the pest eradication program in their division or department. Any

use of chemical controls must be justified and approved in accordance with these policies and practices.

- d. When applying herbicides in a park the subject area perimeter shall also be posted 24 hours in advance and postings shall remain for 24 hours after the spray application has been completed. The use and safety requirements associated with any chemical pesticide shall be in compliance with all state and federal regulations.
- e. Pesticides shall only be applied by certified applicators who have been trained in the application process, in accordance with the manufactures MSDS. Supervisors shall be responsible for providing safety training on the application of all pesticides used by the City of Ukiah.
- f. Records of all chemical applications shall be kept by each department for a period of two years and in conformance with MSDS requirements. All records shall be made available to the public and employees on a regular basis when requested.
- g. Mechanical means of weed abatement including use of discs, weed mowers, string trimmers, hoes, and hand pulling shall be used where appropriate

Cultural and Biological Activities

The City of Ukiah shall seek every opportunity to control weeds and minimize use of chemical herbicides through the following cultural and biological alternative methods:

- a. Providing conditions conducive to healthy plant growth.
- b. Modification of the environment to disrupt the pest cycle such as in alteration of irrigation times, frequency, amount and adjustments to mowing heights of turf.
- c. Provide conditions that allow for increase in populations of beneficial organisms.
- d. Use of "biological" or non-chemical pesticides.
- e. Selection of plant materials suited to the site.
- f. Selection of resistant plant materials.
- g. Systematic removal of problem plants and replacement with appropriate plant species.

Planning and Design Activities

During the process of acquiring open space, or other areas for city facilities, staff will work diligently on landscape planning and design in order to limit pest habitats. Planning and design may involve: Suitable landscaping to prevent certain pests, rodents or weeds from becoming part of the environment. Design decisions and recommendations on land use shall focus on strategies that minimize pest infestations. City staff will work on plant selections and landscape configurations that provide for natural resistance to pests. In example, enhancing the use of mulching, mowing, screening and hand weeding can prevent many landscape pests.

Chemical Applications

Chemical weed abatement shall be conducted under the following criteria.

- a. Use of natural or organic pesticide alternatives (typically those which are derived from plants which have pesticidal properties).
- b. Use of "least-toxic" pesticides.
- c. Selection and use of traditional pesticides that provide acceptable control with consideration given to human health and environmental effects.

Specific Areas of Use

The city has a limited base stock use of pesticides given the type of pests that have been identified by staff. Currently, three departments are involved with the use of pesticides or water base component products. The departments include the following:

Utilities:

- a. Water Plant
- b. Waste Water Plant
- c. Electric substations

Public Works:

- a. Airport (mostly controlled by mowing)
- b. Right-of-Way Locations
- c. Parking Lots
- d. Corporation Yard

Parks & Community Services:

Todd Grove Park	McGarvey
Observatory	Vinewood
Carpenter	Alex Thomas Plaza
Orchard	Anton Stadium
Oak Manor	Civic Center
Giorno	Seminary Avenue Median
Golf Course	

EXHIBIT “D”

TREE MANAGEMENT POLICY GUIDELINES

CITY OF UKIAH
TREE MANAGEMENT GUIDELINES

TREE MANAGEMENT POLICIES FOR THE
PROTECTION, OPERATION AND MAINTENANCE OF CITY PROPERTY



Adopted December 1, 2010

TREE MANAGEMENT GUIDELINES AND POLICIES FOR THE OPERATION AND MAINTENANCE OF CITY PROPERTY

1.0 PURPOSE STATEMENT

The purpose of this document is to provide policy guidelines for the preservation, maintenance and enhancement of the urban forest in parks and other areas maintained by the staff and contractors of the City of Ukiah. These guidelines are based on policy from the *City of Ukiah General Plan Growth Management Program* adopted by the City Council December 6, 1995 and amended June 16, 2004 and the *City of Ukiah Community Forest Management Plan*, adopted by the City Council on November 3, 1993.

" Trees are a precious legacy which improve our quality of life and enhance our community image and pride. Trees enrich air and water quality, provide wildlife habitat, increase aesthetic value, reduce soil erosion, and help us to maintain a sense of rural community. "

Community Forest Management Plan Vision Statement

2.0 DEPARTMENTS AFFECTED

- 2.1 Community Services Department
- 2.2 Public Works Department
- 2.3 Electric Utility Department
- 2.4 Planning and Community Development Department

3.0 RESPONSIBILITY

The department directors shall be responsible for the implementation of these policies and guidelines and all staff shall be trained and shall abide by these guidelines and policies as outlined in this document. City Council shall approve any significant amendments or changes to the *Tree Management Guidelines and Policies* proposed by staff and community partners before they are adopted.

- 3.1** The Directors of the departments are responsible for the preservation, care and maintenance of trees as follows:

- 3.1.1 Community Services Department is responsible for all trees in public parks.
- 3.1.2 Public Works Department is responsible for all trees in the public right of way and creeks.
- 3.1.3 Electric Utility Department is responsible for trimming of trees to maintain clearance from primary electric lines and facilities
- 3.1.4 Planning and Community Development Department is responsible for oversight of all landscaping plans filed by the applicant.

- 3.2 Partnerships:** Volunteers and/or community groups shall be important partners to achieve objectives for urban forestry.

TREE MANAGEMENT GUIDELINES AND POLICIES FOR THE OPERATION AND MAINTENANCE OF CITY PROPERTY

4.0 TRAINING

City staff shall receive training on all procedures listed in this document, including on-site classes and/or training provided by Mendocino College and assorted qualified arboricultural professionals on a regular schedule to ensure that proper methods are utilized.

All City of Ukiah staff performing tree care duties within the City's urban forest shall attend a minimum of two training workshops annually.

A workshop for dormant care of trees will be held in the Fall/Winter months. A second workshop will occur in the Spring/Summer to train for the growing season. Workshops will include, but not limited to: proper seasonal maintenance; best practices for soil conditioning; proper pruning techniques; and plant identification. Workshops will generally be held in the field and last about two hours and will be run by a qualified arboricultural professional with expertise in best practices for urban forest care.

5.0 POLICY GOALS

The Tree Management Guidelines focus on long-term protection of the City's trees and have been developed for the preservation, planting, care, removal or disposition of trees, replacement planting in parks, along streets and in other public areas.

The City of Ukiah intends that these guidelines and policies shall remain in effect, however, they will be subject to change based upon arboricultural standards, community input and staff recommendations. Suggestions for changes to the Guidelines must be submitted in writing to a department director. They will then be discussed with community partners and staff and then submitted to the City Council for approval.

6.0 GUIDELINES FOR TREE CARE AND MAINTENANCE

Staff and contracted professionals shall utilize International Society of Arboriculture's Best Management Practices (ISA BMP) and/or American National Standards Institute (ANSI). A Glossary of terms is included in Section 9.0.

Specific criteria as detailed in the ISA BMP shall be established and applied to for the removal and/or pruning of trees located in or on City property. The same criteria shall be used to evaluate the overall public benefit of the proposed work. In all cases, safety concerns shall receive priority. In addition, priority will be given to limiting removal, increasing forest canopy, and preserving appropriate vegetation on park property.

6.1 Tree Preservation: The health and physical state of trees shall be maintained and protected whenever possible. Instances not specifically covered elsewhere in this policy include:

TREE MANAGEMENT GUIDELINES AND POLICIES FOR THE OPERATION AND MAINTENANCE OF CITY PROPERTY

- 6.1.1 Conservation of Landmark Trees: These are individual trees that are considered unique because of size, species, historical significance and shall be given extra protections and consideration for retention. Refer to the Glossary of Terms.
 - 6.1.2 Existing Trees: Staff shall change use patterns in root zones whenever practical. For example: Vehicles parked or materials stored in the root zone shall be subject to an education and/or enforcement campaign to reverse the damage to the tree roots; pathways causing excessive compaction around tree roots shall be relocated if other options are deemed insufficient. Fencing, boulders, logs and landscaping are reasonable deterrents to reduce further damage and shall be used whenever practical. Refer to ISA BMP *Integrated Vegetation Management*.
 - 6.1.3 Special consideration shall be given for unique situations. Every effort shall be made to protect trees growing near underground streams.
 - 6.1.4 Storm water flooding and sedimentation of drainage areas shall be properly considered before tree removal.
 - 6.1.5 The relationship of vegetation to slope stability will be a primary consideration in all proposed vegetation management on slopes.
 - 6.1.6 Diseased or Infested Plants That Pose Risk to Trees: Action shall be taken to effectively decrease risk to other trees from pests and diseases. This may include removal and destruction of affected materials, pesticide treatments and/or alternative cultural practices. Other qualified experts shall be consulted as needed. Refer to ISA BMP *Integrated Pest Management*; *City of Ukiah Integrated Pest Management Plan*.
 - 6.1.7 Damage, Vandalism and Illegal Cutting: Action shall be taken whenever possible to investigate and prosecute vandalism and illegal cutting of city-owned trees. Compensation for damages shall be sought based on the appraised value in accordance with The Guide for Plant Appraisal as authored by the Council of Tree and Landscape Appraisers.
- 6.2 Planting:** Planning before planting can ensure that the right tree is planted in the right location. Proper tree selection and placement prevents tree damage and costly maintenance like trimming. Consideration of water requirements and climate and surrounding infrastructure such as sidewalks, sewer lines and overhead/underground power lines shall improve the chances for optimum growth potential. Refer to the *City of Ukiah's Master Tree List*; *City of Ukiah Tree Planting and Maintenance Recommendations*; *ISA BMP Tree Planting*; and *ISA BMP Tree Support Systems*.

TREE MANAGEMENT GUIDELINES AND POLICIES FOR THE OPERATION AND MAINTENANCE OF CITY PROPERTY

- 6.3 Root Environment and Tree Root Zones:** Refer to the Glossary of Terms. Whenever feasible, a pro-active program of cultural practices shall be implemented to maintain the health and vitality of City trees. Refer to ISA BMP *Tree and Shrub Fertilization*.

6.3.1 Trees in parks, fields and all other areas both developed and undeveloped:

6.3.1.1 Soil Compaction: Every effort shall be made to avoid the compaction of soil in root zones and to encourage penetration of rainfall deep into the soil.

6.3.1.2 Mulch: Organic material such as mulch and leaves shall not be removed under the tree canopy.

6.3.1.3 Crews shall, when feasible and practical, establish and maintain the areas under tree canopies free of turf and invasive plant species. The use of native grasses and plants are encouraged, as are plants associated with the trees above them. Special consideration shall be given to oak trees and the use of drought tolerant plants near them.

6.3.1.4 Parking: Vehicles and equipment should be parked on paved areas, streets and parking lots.

6.3.1.5 Pavement: The use of pavement within park and garden areas shall be limited as much as possible, especially under tree canopies. Whenever pavement is necessary the use of permeable materials is preferred.

6.3.1.6 Leaf Blowers: The use of leaf blowers is discouraged. Leaf blowers should not be used to blow debris with native soil.

6.3.1.7 Pesticides: The use of pesticides is discouraged. Please refer to the City Integrated Pest Management policy.

6.3.1.8 Stakes: In the unusual situation when stakes are needed they should be driven in outside the root ball. ISA BMP Tree Support Systems shall be followed.

- 6.4 Construction around Trees:** Protection devices shall be installed to protect the tree and root zones when near or within construction zones. The root system extends at least to the edge of the canopy or drip line of the tree with most of the fine feeder roots active in the top few inches of the soil. These roots need air to stay healthy in order to provide the tree with nutrients and water. This root zone shall be protected from compaction, changes in soil grade, digging, or other disturbances.

Protective fencing and warning signage will be required around the root zone. All tree protection devices shall be visible, well-anchored, and approved in the field by the Supervisor or designee prior to clearing, grading, or beginning of construction and shall remain in place and maintained until the project is completed. Refer to *ISA BMP Managing Trees During Construction and ANSI Construction Management and Standard*.

TREE MANAGEMENT GUIDELINES AND POLICIES FOR THE OPERATION AND MAINTENANCE OF CITY PROPERTY

- 6.5 Consultation with a Qualified Arboricultural Professional:** When planning and designing a public improvement project the City shall seek the appropriate qualified expert when the project involves or is near a tree or trees.
- 6.6 Pruning Standards:** The latest pruning standards established by the International Society of Arboriculture shall be used in the maintenance of trees and are detailed in the ISA Best Maintenance Practice booklets. Refer to ISA BMP *Tree Pruning*, ISA BMP *Utility Pruning of Trees*. Such maintenance will include:
- 6.6.1 General pruning for clearance to prevent injuries and to facilitate maintenance and vehicle clearance.
 - 6.6.2 Pruning dead, dying, and diseased sections to improve the health and appearance of the tree and to prevent accidents.
 - 6.6.3 Pruning for clearance around lighting and overhead lines.
 - 6.6.4 Pruning back for authorized passage on service roads, walkways and paths.
 - 6.6.5 Pruning requested by a private property owner. Such requests do not obligate the Department to prune trees, shrubs, and/or vegetation. It is the responsibility of the business owner to plan their signage so that visibility is not affected by growing trees.
 - 6.6.6 Pruning in park areas identified as places of illegal or inappropriate activity in order to improve general visibility and increased police surveillance.
- 6.7 Birds and Nesting:** Except in emergencies nesting birds or nests shall not be disturbed or harassed by pruning or removal activities. To avoid nesting season such activities shall occur between September 1st and March 31st. Fish and Game Code 3503: "It is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird..." The Migratory Birds Treaty Act of 1918 also applies.
- 6.8 Unnecessary Wounding:** Because "topping" of trees can cause permanent damage by promoting decay, as well as unnatural, dense and weak branching structure, topping shall not be practiced or permitted except under special circumstances. Not only can a tree sustain wounds to the branches or top, it can also sustain wounds to the trunk. Therefore, these policies shall reinforce the protection of the trunk area from wounds associated with a lawn mower or other equipment.
- 6.9 Hazardous Tree Management:** Public health, safety and general welfare will be maintained through the use of generally accepted professional practices of evaluation and treatment to reduce risks to people and property from hazardous trees. Attention to proper selection, planting and maintenance of new trees shall also be pursued to achieve long-term risk reduction.
- 6.9.1 The City of Ukiah shall assess and manage the risk of tree failure within the limits of available fiscal and human resources. Priority shall be given to locations and situations with high probability of failure and high potential damage or injury that may result.

TREE MANAGEMENT GUIDELINES AND POLICIES FOR THE OPERATION AND MAINTENANCE OF CITY PROPERTY

6.9.2 Corrective action for high hazard rated trees shall be reasonable and prudent and may include:

- Moving any at-risk structures, equipment, fixtures or recreational sites;
- Correction of the defect by pruning, cabling and bracing, or tree removal;
- Closure of the area

7.0 Tree Removal: The City shall provide 72 hours of advance notice of the intended tree or trees that shall be removed by posting a sign at the work site when feasible. The sign shall contain the reason for the removal of the tree and the appropriate city department's telephone number that the public may contact for further information. Tree removal will include:

- 7.0.1 Trees that pose substantial risk or hazard to the public, adjacent properties or to public facilities.
- 7.0.2 Dead, dying or diseased trees.
- 7.0.3 Removal from properties being improved or developed under an approved design, however, prior consideration to retention shall be given whenever possible. Preference is to retain existing healthy trees when designing any development rather than attempting mitigation.
- 7.0.4 Trees that block trails, drains or otherwise obstruct the use and function of infrastructure elements.
- 7.0.5 Trees on sites that were over planted by design or are crowded from natural competition. As the landscape grows, the Supervisor with consultation with a qualified expert shall selectively remove trees on a site to maintain spacing for optimal tree growth and function.
- 7.0.6 Removal requested by a private property owner. However, such requests do not obligate the City of Ukiah to remove or allow removal of any trees, shrubs, and/or vegetation.
- 7.0.7 Consideration shall be given for providing trunk and limbs for service projects such as constructing benches and picnic tables. The use of wood chips for mulching material around trees and vegetation in the parks is encouraged.

TREE MANAGEMENT GUIDELINES AND POLICIES FOR THE OPERATION AND MAINTENANCE OF CITY PROPERTY

- 7.1 Tree Replacement:** At least one tree shall be planted for every tree that is removed from City property. Replacement tree species shall be selected so that overall mature canopy volume will be maintained or increased. It is preferable to plant the replacement tree in close proximity to the original tree's location. The replacement tree may be located elsewhere, if local conditions contributed to the previous tree's failure (See Section 6.2). New locations should be found on the same site or in the same neighborhood at a location of similar or greater value. Preference shall be given for planting native trees whenever feasible.
- 7.2 Replacement Plantings** The City shall undertake the task of replacement plantings to mitigate the effects of vegetation removal and to reestablish the landscape and increase overall mature forest canopy. The City shall determine the species of tree to be planted on City property and the planting location. Every effort shall be made to select a species compatible with the existing tree plantings on the street, (the neighborhood identity), the maturity of the trees, space available for growth, the presence of underground and overhead utility lines, utility poles, streetlights, driveway approaches and fire hydrants.
- 7.3 Phasing:** The City of Ukiah when appropriate shall consider a phased approach to vegetation management to reduce potential short-term negative aesthetic and/or wildlife habitat impacts (associated with such actions).
- 7.4 Wildlife and Habitat:** Trees and forested areas are recognized as important habitat for native wildlife and providing vital wildlife corridors. Trees, undeveloped landscapes and creeks will be managed to optimize them for wildlife habitat. Refer to the City of Ukiah Creeks Maintenance Policies and Procedures.

8.0 SUMMARY

These guidelines are set in place to enhance the urban forest within the City of Ukiah. As industry standards change in regard to tree care, this document shall remain flexible to incorporate needed changes.

TREE MANAGEMENT GUIDELINES AND POLICIES FOR THE OPERATION AND MAINTENANCE OF CITY PROPERTY

9.0 **GLOSSARY OF TERMS**

For additional definitions, refer to the International Society of Arboriculture Best Management Practices

- 9.1 Developed landscape** is property that has been graded and/or planted, and contains plantings that are distinct from typical native forest. These active and/or passive recreational landscape areas are routinely maintained by park staff for public use. Developed landscapes shall include, but are not limited to: lawns, athletic fields, boulevards, golf courses including pitch and putt, lawn bowling greens, play areas, squares, places, triangles, and swimming beaches.
- 9.2 Hazardous Tree** is a tree that can be predicted to fail and has a high probability of striking people or property causing injury or damage.
- 9.3 Invasive exotic vegetation** consists of species of plants that are not native to our region and exhibit aggressive growth to the exclusion of native or planted landscapes and wildlife.
- 9.4 Landmark Trees** are individual trees that have been designated as unique because of size, historical/commemorative association, and distinct form, as an outstanding specimen or are important for wildlife habit. Such trees will be given extra protection and consideration for retention.
- 9.5 Topping** is the removal of the terminal shoot of a tree to a stub or lateral branch that is not sufficiently large enough to assume a terminal role or cannot be expected to achieve wound closure to inhibit decay.
- 9.6 Tree Failure** is the breaking and falling of a tree or any substantial part of a tree. This does not include falling leaves or fruit.
- 9.7 Tree Root Zone** is the area from the trunk to the drip line or the edge of the unpruned canopy around a mature, uninjured tree or the anticipated root zone of a young tree.
- 9.8 Qualified Arboricultural Professional** is a tree care professional with a minimum of two years experience in the evaluation and care of trees in combination with a professional license or certification that measures minimum competency in relevant subjects, including protection of public health, safety and welfare. Acceptable titles include Certified Arborist, Registered Consulting Arborist, Registered Professional Forester, and Landscape Architect.
- 9.9 Undeveloped Landscape** is property that contains native or volunteer (self-propagated) plants and is not intended for recreational use except along designated trails. Undeveloped landscapes are (usually) not as intensively maintained as developed landscapes.

TREE MANAGEMENT GUIDELINES AND POLICIES FOR THE OPERATION AND MAINTENANCE OF CITY PROPERTY

10.0 **ADDITIONAL RESOURCES**

Additional City and other tree-related documents that incorporate tree guidelines are available electronically through the Intranet. The Department Directors shall provide the *The International Society of Arboriculture Best Management Practice* booklets, American National Standards Institute related documents, and Mendocino County ReLeaf materials to their employees.

These documents are:

- Municipal Code Article 2, Chapter 5, Number 5420 Street Tree Policy, Purpose and Intent (Ordinance 869, adopted 1987)
- Community Forest Management Plan
- Tree Protection and Enhancement Policy
- Tree Planting and Maintenance Recommendations
- Master Tree List
- Tree Protection During Construction
- Integrated Pest Management Plan, Community Service Department
- Creek Maintenance Policies & Procedures
- Form Based Zoning Preservation Tree List (in progress)
- General Plan, Open Space and Conservation Element, adopted 12/6/1995; amended 6/16/2004
- Landscaping and Streetscape Design Guidelines
- Commercial Development Design Guidelines
- International Society of Arboriculture Best Management Practices (ISA BMP): *Managing Trees During Construction; Tree Pruning; Integrated Pest Management; Tree Support Systems; Utility Pruning of Trees; Tree and Shrub Fertilization; Tree Planting; Tree Inventories; Integrated Vegetation Management*
- American National Standards Institute (ANSI): *Construction Management Standards*
- Mendocino County ReLeaf Tree Care Guide
- Hillside Ordinance 9135

EXHIBIT "E"

CREEK MAINTENANCE POLICY GUIDELINES



Creek Maintenance Policies and Procedures



**An upper stretch of Gibson Creek
Spring 2000**

**Prepared by the
Ukiah Paths, Open Space and Creeks Commission
May 2010**

Dedicated to Bill Randolph

This Document is fondly dedicated to Bill Randolph, the first Chairman of the City of Ukiah Paths, Open Space, and Creeks Commission, and a true champion of our local creeks. Bill not only worked politically to protect and enhance the creeks, but also as an educator of children in the community, and as a lead worker - clearing debris, planting trees, and at times, watering young tree saplings by hand during the hot summer months.

Bill was serious about the health and vitality of our creeks, but he also had fun with his work. During the springtime one year when the water was flowing hard in Gibson Creek, Bill donned a head lamp and rode an air mattress down the creek along the open reaches and through the box culverts. Bill knew the creeks inside and out.



A lower stretch of Orrs Creek near where Bill Randolph lived

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Preface

This document was prepared by the City of Ukiah Paths, Open Space and Creeks Commission (POSCC) at the direction of the City Council. It was prompted by citizen concerns regarding how the local creeks were being maintained for flood control purposes. The primary concern centered on the amount and type of vegetation that was being removed and that the health and ecology of the creeks were being damaged.

The POSCC worked closely with the City Department of Public Works, Department of Planning and Community Development, the Community Services Department, and the Friends of Gibson Creek. Information was gathered about how the work crews performed the vegetation removal, how they were supervised, what the City's needs were for flood control, and what other communities were doing to manage and maintain creeks. The POSCC members reviewed the City's General Plan, Creek Master Plans, State Department of Fish and Game rules and regulations, and other documents in an effort to understand the big picture in regard to local creeks. They also toured one of the creeks with a lead crew member from the Department of Public Works to hone in on how the crews operated and to learn more about the need to control flood waters.

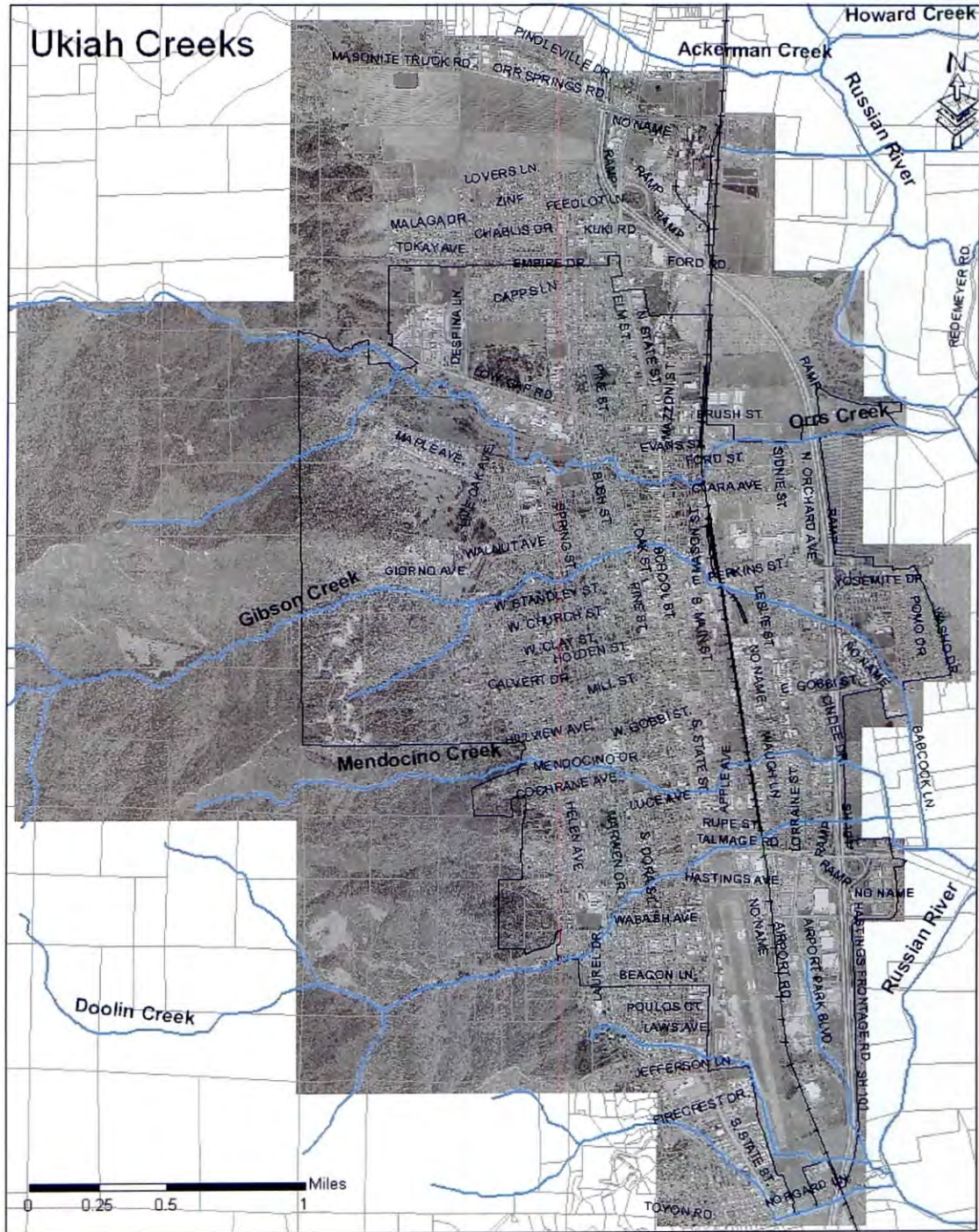
The Friends of Gibson Creek participated in the review and editing of the document, provided technical information, and assisted with its final production.

This document establishes the policies and procedures for the City crews and other agencies and organizations to follow when performing creek maintenance activities, including vegetation management, culvert and bridge maintenance, and garbage and rubbish removal. It strikes a balance between the public health and safety need to control flood waters and the community goal of protecting and restoring the local creeks and their riparian corridors.



The Gibson Creek Fish Hatchery 1887-1930's

Ukiah Creeks



Orrs Creek: Orrs Creek is the largest creek running through the City of Ukiah to the Russian River. It has historically been an important waterway for the City. Once it was a healthy and complex tributary to the Russian River, supporting a wide variety of wildlife, as well as a strong anadromous salmonid population. As it passes through the City, Orrs Creek no longer supports the diversity of wildlife and native fish populations that it once did. However, the California Department of Fish and Game believes it may be possible to rehabilitate the Creek so that it can once again provide spawning grounds for salmon and other native fish populations. Recently, mature and hatchling Steelhead Trout have been observed in the creek.

Gibson Creek: Gibson Creek is a tributary to Doolin Creek, a tributary to the Russian River, a tributary to the Pacific Ocean. It drains a watershed of approximately 2.77 square miles. Elevations range from about 584 feet at the mouth of the creek to 2,772 feet in the headwater areas. Hardwood forest dominates the watershed. The watershed is primarily privately owned. Steelhead trout (*Oncorhynchus mykiss*) are a threatened salmonid species present in the Gibson Creek watershed. (From CDFG Gibson Creek Inventory Report, 2005)

Doolin Creek: Doolin Creek is a tributary to the Russian River, a tributary to the Pacific Ocean, located in Mendocino County. It is a third order stream and has approximately 4.26 miles of solid blue line stream according to the USGS Ukiah 7.5 minute quadrangle. Doolin Creek drains a watershed of approximately 2.63 square miles. Elevations range from about 587 feet at the mouth of the creek to 2,730 feet in the headwater areas. Hardwood dominates the watershed. The watershed is primarily privately owned. Steelhead trout (*Oncorhynchus mykiss*) are a threatened salmonid species present in the Doolin Creek watershed. (From CDFG Doolin Creek Inventory Report, 2006)

Mendocino Creek: Mendocino Creek is much smaller than Orrs, Gibson and Doolin Creeks, and is not a blue line stream according to the USGS Ukiah 7.5 minute quadrangle. It is approximately 3.5 miles in length and flows from the west to join Doolin Creek at Talmage Road. The two creeks coalesce and then join Gibson Creek at Babcock Lane and flow to the Russian River.



Fish in Gibson Creek

NOTE: A "Blue Line Stream" is a stream shown as a blue-line on a U.S.G.S. topographic map and its headwaters are thought to flow all-year around.

NOTE: All unbranched streams are first order streams. When two first order streams meet, the resulting channel is a second order stream. Where two second order streams meet a Third Order Stream results.

The Process

After a series of discussions with concerned members of the public and City Staff, the Paths, Open Space and Creeks Commission (POSCC) identified issues, conducted research, discussed solutions, and gave direction to Staff to prepare a preliminary draft set of policies and procedures based on their thoughts and conclusions. The preliminary draft was prepared and submitted to the Commission for review and editing prior to the distribution to interested members of the public, agencies and organizations for review, comments and suggestions.

The *Friends of Gibson Creek* submitted a comment letter with suggested revisions to the document and attended a series of meetings with the POSCC to discuss their suggestions. The POSCC agreed with many but not all of the suggestions, and directed Staff to make changes before presenting the document to the City Council for discussion and possible adoption.



The Ukiah General Plan

The Open Space and Conservation Element of the Ukiah General Plan calls for the protection and restoration of the local creeks both for environmental and flood control purposes. The Summary of Major Findings for creeks and streams begins with this statement:

"Creeks and streams provide spiritual, aesthetic, and material sustenance to human and other resident species and must be preserved, or where necessary, restored as corridors of riparian vegetation and habitat within both the urban and rural areas. Creekside greenbelts can be used to contain and define city neighborhoods and enhance air quality. The creeks provide drainage channels for groundwater recharge, domestic and agricultural water supply, flood mitigation, and fish and other aquatic life."

Guiding Principles

The Guiding Principles for this document include maintaining a healthy tree canopy and natural riparian zone along the creeks; insuring that the creeks flow cleanly and provide habitat for fish populations; and reducing the potential for flooding during storm events. Its aim is to preserve current healthy riparian areas while providing practical maintenance guidelines to manage flood waters.

Creek Maintenance Policies

The following creek maintenance policies are intended to address and fulfill the General Plan vision for the preservation of creeks and streams, and to guide City initiated creek maintenance activities.

This document is not intended to provide guidance and direction for creek restoration projects such as tree planting, bank stabilization, and retaining wall repair. Its intent is to guide creek maintenance activities so that creek and riparian vegetation are preserved and enhanced and flood waters can be controlled.

- Policy 1:** Creek maintenance activities shall not discharge pollutants or deposit new material into the creeks.
- Policy 2:** Creek maintenance activities shall not result in modifications to the natural flow of water or result in a reduction of the water carrying capacity of the creek.
- Policy 3:** Creek maintenance activities shall not result in increased flooding.
- Policy 4:** Creek maintenance activities shall not adversely affect the Riparian Corridor, including Riparian Vegetation, animal wildlife or degrade its visual appearance.
- Policy 5:** Creek maintenance activities shall not degrade the visual quality & natural appearance of the riparian corridor.

- Policy 6:** Creek maintenance activities shall not endanger public or private property.
- Policy 7:** Creek maintenance activities shall not directly or indirectly threaten the public's health or safety.
- Policy 8:** Creek maintenance activities shall not conflict with any Federal Emergency Management Agency (FEMA) regulations for floodway or floodplain management.
- Policy 9:** The Director of Public Works, Director of Planning and Community Development, and Public Works Staff Crew Supervisor shall meet annually with the Paths, Open Space, and Creeks Commission and any interested group, organization, or citizen to discuss issues and problems, and to sound-board solutions.
- Policy 10:** Residents within 100 feet of planned work in a creek or on a creek bank shall receive 72 hours advance notice of the work when feasible.

Vegetation Management Procedures

Active management along the riparian zones of Ukiah's creeks is required to ensure that storm water runoff is not obstructed and that flooding does not occur. However, vegetation removal must be performed with care so as not to damage the natural ecology of the creek. The following vegetation management procedures are established for City Public Works crews or contract providers performing vegetation management in the creeks:

1. Prior to the start of the rainy season, perform creek reconnaissance to identify obstructions to storm water flow, and document accordingly.
2. The City shall apply for and secure all required permits from the State Department of Fish and Game and any other permitting agency prior to commencing work.
3. City Public Works Staff Supervisor shall meet with City crew or contract provider to discuss the required creek maintenance policies and procedures. Ensure that crew supervisors understand the policies and procedures and how they apply to the specific job being undertaken.
4. The City shall provide direct supervision to all City crew and any contract providers to ensure that the creek maintenance policies are not violated. Copies of the Policies and Procedures shall be provided and explained to all workers.
5. Every effort shall be made to preserve all native riparian trees. No tree shall be removed unless it creates an obvious and significant obstruction to storm water runoff, is in imminent danger of falling and obstructing future storm

water flows, or significantly reduces the carrying capacity of the creek. The City Engineer shall have final authority to determine whether an obstruction is obvious and significant.

6. Before any tree is removed, the City Staff Supervisor shall consider the necessity of removal, and whether or not its removal will negatively impact the health of the creek.
7. The pruning of trees shall be limited to branches that create an obvious and significant obstruction to storm water runoff.
8. City Staff Supervisor shall perform routine monitoring of City crew staff or contract providers during the work days to ensure that the creek maintenance policies are not violated.
9. Vegetation removal shall emphasize non-native species such as periwinkle (*Vinca major*), Himalayan blackberry, pampas grass, English ivy, giant reed (*Arundo donax*) and other species. Removal techniques shall be performed by tarping, mowing, root removal, use of hand tools and small machinery and equipment. The use of herbicides shall not be permitted within 25-feet of the riparian corridor, unless it is determined to be the least damaging technique to remove exotic plants.

Culvert and Bridge Maintenance Procedures

Periodic inspections and maintenance of culverts and bridges are necessary to remove obstructions that cause the back-up of storm waters and localized flooding. Gravel has historically been removed from culverts at the direction of the State Bridge Inspectors to preclude damage to the metal culverts and ultimately the bridges. The following procedures are established for culvert and bridge maintenance:

1. Prior to the rainy season, perform creek reconnaissance to identify obstructions to storm water flow, and document accordingly.
2. The City shall apply for and secure all required permits from the State Department of Fish and Game and any other permitting agency prior to commencing work.
3. The City Staff Supervisor shall meet with City crew staff to discuss the City creek maintenance policies and culvert and bridge maintenance procedures. Ensure that crew supervisors understand the policies and procedures.
4. Remove all logs and debris that are blocking culverts, lodged against bridges, or causing a significant obstruction to the flow of storm water.
5. Gravel shall be removed from culverts and redistributed in the stream channel pursuant to the techniques and procedures established by the State Department of Fish and Game.

6. Routinely monitor all culverts and bridges during storm events and remove logs and debris that are obstructing the flow of storm water.



Orrs Creek at the Ford Street Bridge

Garbage and Rubbish Removal Procedures

Garbage and rubbish are discarded near and in the creeks and cause damage to the creek ecology. These discarded materials also accumulate and form obstructions to the flow of storm water. The City crews and dedicated community groups occasionally remove garbage and rubbish from the creeks when available to do so. The following procedures are established for the removal of garbage and rubbish from creeks:

1. City crews shall perform annual creek clean-ups to remove the identified obstructions before the start of the rainy season. The City shall encourage and support volunteer creek clean-up efforts.



Shopping Cart in Orrs Creek

2. Identifiable items such as shopping carts shall be reported to the City Code Compliance Coordinator who shall contact the owners and notify them of possible violations of the Ukiah City Code.
3. Support the efforts of community groups, schools, and others who organize volunteer creek clean-up activities.



**Gibson Creek clean-up
near the Ukiah Historic Train Depot in 2003**

Project Participants

Ukiah City Council

Benj Thomas, Mayor
Mari Rodin, Vice-Mayor
Phil Baldwin
Mary Anne Landis
Doug Crane
John McCowen (Former Member)

Ukiah Paths, Open Space and Creeks Commission

Bob Neale, Chairperson
Beth Lang, Vice-Chairperson
Suzanne Farris
Jamie Connerton
Hannah Bird
Howie Hawkes (Former Member)
Lindsey Leland (Former Member)
Dan Holbrook (Former Member)

Friends of Gibson Creek

Linda Sanders
Susan Knopf
Bruni Kobbi

City Staff

Charley Stump, Director of Planning and Community Development
Tim Eriksen, Director of Public Works/City Engineer
Sage Sangiacomo, Assistant City Manager/Director of Community Services
Jerry Whitaker, Public Works Supervisor



APPENDIX A

List of Important Ukiah Riparian Vegetation

Trees

Valley Oak (*Quercus lobata*) (40'-125')
Garry Oak (*Quercus garryana*) (35'-60')
Interior Live Oak (*Quercus wislizeni*) (25'-75')
Black Oak (*Quercus kelloggii*) (30'-80')
Fremont Cottonwood (*Populus Fremont*) (40'-100')
Black Cottonwood (*Populus trichocarpa*) (40'-100')
California Black Walnut (*Jugiana*) (30'-70')
Oregon Ash (*Fraxinus latifolia*) (*F. oragona*) (30'-70')
California Bay (*Umbellularia californica*) (20'-75')
Redwood (*Sequoia sempervirens*) (100'-340')
White Alder (*Ainus rhombifolia*) (40'-100')
Box Elder (*Acer negundo* var. *californicum*) (20'-40')
Big Leaf Maple (*Acer macrophyllum*) (30'-100')
Willow species (*salix* spp.)
 S. laevigata (Red or Smooth Willow) (15'-40')
 S. lasiandra (Yellow or Black Willow) (the inland sp.) (15'-45')
 S. lasiolepis (Arroyo Willow or White Willow) (10'-30')
 S. hindsiana (Sandbar Willow) (5'-25')
 Other possible Willow species: *S. mackenziana* and *S. melanopsis*

Shrubs (understory for wildlife cover and corridor)

Coyote Bush or Chaparral broom (*Baccharis pilularis* var. *consanguinea*)
Blue Elderberry (*Sambucus caerulea*)
California Wild Rose (*Rosa californica*)
California Hazelnut (*Corylus cornuta* var. *californica*)
Gooseberries & Currants (native *Ribes* spp.)
Snowberry (*Symphoricarpos rivularis* and *S. ainus*)

Vines (understory for wildlife cover and corridor)

California Wild Grape (*Vitis californica*)
Twinberry or Honeysuckle (*Lonicera involucrata*)
Rubus spp.: Salmonberry (*R. spectabilis*), Thimbleberry (*R. parviflorus*)
California Native Blackberry (*Rubus ursinus*)

APPENDIX B

Photos of Common Invasive Plants in Ukiah



Ludwigia



Periwinkle (Vinca Major)



Himalayan Blackberry



Gorse



English Ivy



Pampas Grass

APPENDIX C

List of Creek Related Documents

1. The Riparian Vegetation of Ukiah: A Preliminary Discussion of the Ecology of the Ukiah Valley in View of Renaturalizing our Streams. Mark Albert, California Native Plant Society, April 1992.
2. Ukiah General Plan Open Space and Conservation Element, City of Ukiah, 1995
3. A History of the Salmonid Decline in the Russian River, Steiner Environmental Consulting, 1996
4. Orrs Creek Habitat Enhancement and Flood Control Study, City of Ukiah, 1999
5. Orrs Creek Stream Inventory Report, State Department of Fish and Game, (Draft) 1999
6. Gibson Creek Habitat Enhancement and Public Access Study, 2001
7. Doolin Creek Enhancement Plan, City of Ukiah, (Draft), 2002
8. Doolin Creek Stream Inventory Report, State Department of Fish and Game, 2005
9. Gibson Creek Stream Inventory Report, State Department of Fish and Game, 2006
10. City of Ukiah Tree Protection and Enhancement Policy, 1993
11. City of Ukiah Community Forest Management Plan, 1994

APPENDIX D

State Department of Fish and Game

Notification Requirements and Questions and Answers

PART I: NOTIFICATION REQUIREMENT

Fish and Game Code ("FGC") section 1602 requires any person, state or local governmental agency, or public utility to notify the Department of Fish and Game ("Department") before beginning any activity that will do one or more of the following:

- 1) Substantially obstruct or divert the natural flow of a river, stream, or lake.
- 2) Substantially change the bed, channel, or bank of a river, stream, or lake.
- 3) Use any material from the bed, channel, or bank of a river, stream, or lake.
- 4) Deposit or dispose of debris, waste, or other material containing crumbled, flaked, or ground pavement where it can pass into a river, stream, or lake.

FGC section 1602 applies to all perennial, intermittent, and ephemeral rivers, streams, and lakes in the state. *If you are not certain that a particular project requires notification, the Department recommends that you notify.*

Note: Although a person other than the applicant may complete the notification, "you" or "your" as used in this document refers to the applicant proposing the project because the applicant will be responsible for submitting and signing the notification.

NOTIFYING THE DEPARTMENT

To notify the Department of any of the activities described above, complete the following steps:

Step 1: Complete the Notification of Lake or Streambed Alteration form (Form FG 2023 (Rev. 7-06)) ("notification form"). See Part II for instructions to complete this form.

Note: If the project is part of a timber harvest plan ("THP"), you may notify the Department by submitting the THP and correct fee to the Department regional office that serves the county where the project will take place. In that case, you do not need to submit a notification form, provided the THP includes, at a minimum, the information listed in Fish and Game Code section 1611.

Step 2: Determine the notification fee that will need to be submitted with the completed notification form or THP by referring to the enclosed fee schedule. Notification fees cover the Department's costs to process notifications and prepare Lake and Streambed Alteration Agreements ("agreements").

Step 3: Submit the completed notification form, or the THP, with all required enclosures and fees to the Department regional office that serves the county where the project will occur.

Note: If the notification relates to timber harvesting activities in Humboldt or Del Norte County or the west portion of Trinity County, the notification must be submitted to the Department's Northern California and North Coast office in Eureka, rather than Redding. If you are not sure whether the Eureka or Redding office will review your notification or THP, contact either office for guidance to avoid any delay in processing your notification or THP.

**Northern California and North Coast
(Region 1 – Redding)**

LSAA Program
601 Locust Street
Redding, CA 96001
(530) 225-2300

**Northern California and North Coast
(Region 1 – Eureka)**

LSAA Program
619 Second Street
Eureka, CA 95501
(707) 445-6493

**Sacramento Valley and Central Sierra
(Region 2)**

LSAA Program
1701 Nimbus Road
Rancho Cordova, CA 95670
(916) 358-2900

**Central Coast
(Region 3)**

LSAA Program
Mailing address:
Post Office Box 47
Yountville, CA 94599
Street address:
7329 Silverado Trail
Napa, CA 94558
(707) 944-5520

**San Joaquin Valley and Southern Sierra
(Region 4)**

LSAA Program
1234 East Shaw Avenue
Fresno, CA 93710
(559) 243-4005

**South Coast
(Region 5)**

LSAA Program
4949 Viewridge Ave
San Diego, CA 92123
(858) 636-3160

**Eastern Sierra and Inland Deserts
(Region 6)**

LSAA Program
4665 Lampson Avenue, Suite J
Los Alamitos, CA 90720
(562) 430-7212

Questions and Answers

1. When must I notify the Department?

Fish and Game Code section 1602 requires any person, state or local governmental agency, or public utility to notify the Department before beginning any activity that will do one or more of the following: 1) Substantially divert or obstruct the natural flow of any river, stream or lake; 2) substantially change or use any material from the bed, channel, or bank of, any river, stream, or lake; or 3) deposit or dispose of debris, waste, or other material containing crumbled, flaked, or ground pavement where it may pass into any river, stream, or lake. Fish and Game Code section 1602 applies to all perennial, intermittent, and ephemeral rivers, streams, and lakes in the state. If you are not certain that your proposed activity requires notification, the Department recommends that you notify.

2. How do I notify the Department?

In order to notify the Department, a person, state or local governmental agency, or public utility must submit a complete notification package and fee to the Department regional office that serves the county where the activity will take place. The notification package is available from any Department regional office and the Department's website www.dfg.ca.gov/1600/notification_pkg.html. The fee schedule-section 699.5 in title 14 of the California Code of Regulations- is included in the notification package. The Department's regional offices and the counties they serve are listed in the notification package and on the Department's website at www.dfg.ca.gov/regions/regions.html.

3. What happens after I notify the Department?

After you notify the Department, the Department will determine whether your notification package is complete. The Department will make this determination within 30 calendar days of receiving the notification package if you are applying for a regular agreement (i.e., an agreement for a term of five years or less). If the notification package is incomplete, the Department will contact you and specify the information you need to provide to make it complete. The Department will not process your notification package until it receives the additional information. If your notification package is complete, the Department will process it as described below. The 30-day time period does not apply to notifications for long-term agreements (i.e., agreements for a term greater than five years).

After the Department receives a complete notification package, it will determine whether you will need a Lake or Streambed Alteration Agreement for your activity. An agreement will be required if the activity could substantially adversely affect an existing fish and wildlife resource. If an agreement is required, the Department will conduct an onsite inspection, if necessary, and submit a draft agreement to you. The draft agreement will include measures to protect fish and wildlife resources while conducting the project. If you are applying for a regular agreement, the Department will submit a draft agreement to you within 60 calendar days after your notification is complete. The 60-day time period will not begin until your notification is complete. The 60-day time period does not apply to notifications for long-term agreements.

After you receive the draft agreement, you will have 30 calendar days to notify the Department whether the measures in the draft agreement are acceptable. If you agree with the measures included in the draft agreement, you will need to sign the agreement and submit it to the Department. If you disagree with any measures in the draft agreement, you must notify the Department in writing and specify the measures that are not acceptable. Upon written request, the Department will meet with you within 14 calendar days of receiving the request to resolve the disagreement. If you fail to respond, in writing, within 90 calendar days of receiving the draft agreement, the Department may withdraw that agreement.

After the Department receives the signed draft agreement, it will make it final by signing it. However, the Department will not sign the agreement until it receives your notification fee and complies with the California Environmental Quality Act (Pub. Resources Code, § 21000, et seq.) (see "4" below). After you receive the final agreement, you may begin the project the agreement covers, provided you have obtained any other necessary local, state, and federal authorizations. If you disagree with any measures in the draft agreement and you and the Department cannot resolve the disagreement informally, you may request an arbitration panel to resolve the disagreement. If you request arbitration, a panel of arbitrators will be established within 14 calendar days of receiving the request. The panel will comprise three persons: your representative, a Department representative, and a third person mutually agreed upon by you and the Department who will serve as the panel's chair. If you and the Department cannot agree upon the third person within the 14-day period, a court will appoint the third person. The third person must have scientific expertise relevant to the fish and wildlife resources your project could affect and to the measures in the draft agreement that are in dispute. Each party will be required to pay the expenses of their selected representative and pay one-half the expenses of the third person. The panel will issue a decision within 14 days after it is established. The decision must be based on the best scientific information reasonably available at the time of the arbitration, and will be issued in the form of a final agreement. The decision will be binding on you and the Department unless you or the Department successfully petition a court to correct or vacate the decision.

The time periods described above may be extended at any time by mutual agreement. The notification package explains how to complete the notification package and the agreement process.

4. Does the Department need to comply with other state laws or regulations before issuing a Lake or Streambed Alteration Agreement?

Yes. The Department must comply with the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000, et seq.) before it may issue a final Lake or Streambed Alteration Agreement. Issuance of a final Lake or Streambed Alteration Agreement occurs after the Department receives a draft Lake or Streambed Alteration Agreement from the applicant and the Department signs it. In many instances, the Department will receive a signed draft Lake or Streambed Alteration Agreement from an applicant before the lead agency has fully complied with CEQA. In those instances, the Department must wait for the lead agency to fully comply with CEQA before it may sign the draft Lake or Streambed Alteration Agreement, thereby making it final.

Under CEQA, the "lead agency" is the local or state governmental agency that has the principal responsibility for carrying out or approving the activity. All other local or state agencies with discretionary approval authority are "responsible agencies."

The lead agency must determine first whether the activity is exempt from CEQA. If the activity is not exempt, the lead agency must prepare an environmental document, which will be a negative declaration, a mitigated negative declaration, or an environmental impact report. A lead agency is entitled to recover all of its CEQA-related costs from the applicant. If the Department acts as the lead agency for the activity your draft agreement covers, it will instruct you to submit an initial deposit to cover its initial CEQA-related costs. The deposit and any further CEQA-related costs will be in addition to your notification fee.

If the Department is a responsible agency, you must submit with your notification package a copy of any document prepared by the lead agency pursuant to CEQA, if one already has been prepared. You must also identify in your notification package the lead agency. Also, Fish and Game Code section 711.4 requires the lead agency to collect a fee on behalf of the Department whenever the lead agency prepares an environmental document, unless the activity is exempt

from the fee. Current CEQA fees are found in Fish and Game Code Section 711.4, available at www.leginfo.ca.gov/calaw.html.

For a detailed explanation of CEQA, you should consult the statute itself, the CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.) that implement CEQA, and CEQA handbooks and guides. CEQA and the CEQA Guidelines are available at www.ceres.ca.gov/planning.

5. Should I contact other governmental agencies regarding my proposed activity?

Depending on the activity you are proposing, in addition to a Lake or Streambed Alteration Agreement, you might need to obtain a permit, agreement, or other authorization from one or more governmental agencies. You should first contact your city and county planning departments to determine whether you need to obtain any local permits. The State and federal agencies listed below might also have permitting authority over your activity. You should contact these agencies if you are not familiar with their permitting requirements.

State agencies

- o Coastal Commission
- o Department of Conservation
- o Department of Forestry
- o Department of Water Resources
- o Regional Water Quality Control Boards
- o State Lands Commission
- o State Water Resources Control Board

Federal agencies

- o NOAA Fisheries
- o U.S. Army Corps of Engineers
- o U.S. Fish and Wildlife Service
- o U.S. Forest Service

6. Do I need to notify the Department or obtain a Lake or Streambed Alteration Agreement for emergency work?

You do not need to notify the Department or obtain a Lake or Streambed Alteration Agreement before beginning the following emergency work: 1) immediate emergency work necessary to protect life or property; 2) immediate emergency repairs to public service facilities necessary to maintain service as a result of a disaster in an area in which the Governor has proclaimed a state of emergency; and 3) emergency projects undertaken, carried out, or approved by a state or local governmental agency to maintain, repair, or restore an existing highway, within the existing right of-way of the highway, that has been damaged as a result of fire, flood, storm, earthquake, land subsidence, gradual earth movement, or landslide, within one year of the damage. Although notification is not required before beginning the emergency work, you must notify the Department in writing within 14 days after beginning the work.

EXHIBIT "F"

MAINTENANCE LEADWORKER JOB DESCRIPTION

**Parks/Golf Maintenance Leadworker Job Description
Exhibit F**

JOB DESCRIPTION



PARKS/GOLF MAINTENANCE LEADWORKER

DEFINITION

Under general supervision, to perform and lead a crew in semi-skilled and skilled work in the maintenance of parks, golf course, facilities, playground equipment, and other recreational and landscaped areas; and to do 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 or all-encompassing of the duties to be performed under this job title.) (E=Essential Duty; M=Major Portion of Time)

- Planning, organizing, and supervising the work of a crew engaged in maintenance of parks, golf course, recreational facilities, parking lots and related areas (E-M).
- Supervise a crew and participate in turf and landscape maintenance including mowing, edging, watering, weeding, mulching, pruning, pest control, and litter pick-up. (E-M)
- Lead a crew and participate in maintenance and repair of pathways, fences, playgrounds, park furnishings, equipment, and irrigation systems. (E-M)
- Conduct and/or coordinate trainings for Park, Buildings and Golf staff. (E-M)
- Assist with maintaining work records including schedules, trainings, receipts, safety reports, and pesticide use logs. (E-M)
- Assist with purchasing equipment, janitorial supplies, and furnishings. (E)
- Participate in landscape construction and facility renovation planning and prepare cost estimates for repairs or improvements. (E-M)
- Prune and spray trees and scrubs. (E)
- Operate and maintain all types of mowers and turf maintenance equipment. (E)
- Clean, paint, and perform repairs to park and golf course buildings and related facilities.
- Operate trucks, power mowers, hedge clippers, and related golf course and park maintenance equipment. (E)
- Perform preventative maintenance and minor repairs to assigned equipment.
- Keep tools and equipment in clean and safe working condition.
- Respond to emergency calls after normal duty hours.
- Install and repair sprinkling systems and playground equipment. (E)
- Maintain swimming pool facilities.
- Maintain park and golf course restrooms and facilities, and empty trash receptacles. (E)
- Work well and maintain effective communications with the Golf Professional and public. (E)
- Respond to citizen inquiries and requests for information.
- Assist in the training and education of employees. (E)
- Work flexible hours, including weekends and holidays. (E)
- Perform other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Methods, tools, techniques, and supplies used in gardening, and parks and golf maintenance work.
- Basic characteristics of plant and tree pests and diseases and techniques for their control, including pesticides, herbicides, and their related spraying equipment.
- Sprinkler design and installation.
- Plant design and use.
- Safe work practices.

- Supervision and training techniques.
- Care and maintenance of golf course greens, tees and fairways.
- Turf disease identification.

Ability to:

- Communicate effectively, both verbally and in writing.
- Perform a wide variety of park and golf maintenance work without close supervision.
- Lead a crew in a productive manner.
- Use the hand and power tools and equipment required in general grounds maintenance work.
- Read construction plans and specifications.
- Perform heavy manual labor and lift up to 100 pounds.
- Understand and carry out oral and written directions.
- Establish and maintain cooperative relationships with those contacted in the course of work.
- Work flexible hours, including weekends and holidays.
- Accommodate outside work in extreme weather conditions.

Experience:

Three years of experience in park, golf course, or other grounds keeping or related maintenance work; Experience demonstrating mechanical aptitude and supervision skills preferred.

Education:

Completion of formal or informal education sufficient to assure the ability to read and write at the level required for successful job performance.

Necessary Special Requirements:

- Possession of a valid Class B California Driver's License within six months of appointment. (This position will be subject to the United States Department of Transportation and Federal Highway Administration regulations relating to controlled substance and alcohol use and testing.)
- Possession of a State of California Pesticide Applications certificate within one year of appointment.
- Possession of a Certified Pool Operator certificate within six months of appointment.
- Possession of CPR for infant, child and adult, and Standard First Aid Certificates within six months of appointment.
- Possession of a Playground Inspector Certificate within one year of appointment.
- Ability to work weekends and holidays.

EXHIBIT "G"

RENT AS PERCENTAGE OF GROSS REVENUE

RENT AS A PERCENTAGE OF GROSS REVENUE

Exhibit G

Summary

Lessee shall collect all revenue and pay the City rent based on a percentage of the Gross Revenues and on whether the revenues are generated from Golf Fees or Merchandise & Concessions. The rent payment shall be made on a monthly basis for revenue collected in the previous month. Rent calculated from Golf Fees is based on a sliding scale from 10% to 20% based on Gross Revenue but the percentage is applied to Adjusted Gross Revenue. Rent calculated from Merchandise & Concessions is based on a fixed rate of 10% of Adjusted Gross Revenue.

Definitions

Golf Fees: Golf Fees include all revenue and income, excluding only Lessons and Merchandise & Concessions, collected by the Lessee in performing under this Lease including, but not limited to, daily fees, admissions, punch card fees, memberships, rental cart fees, push cart fees, club rentals, private cart fees, rental of the Premises, and advertisement income.

Merchandise and Concessions: Merchandise and Concessions include revenue collected by the Lessee from the sale of inventory and consumables, including merchandise, food, and beverages.

Gross Revenue: Gross Revenue includes all revenues and income collected or received by the Lessee in performing under this Lease. The following are examples that do not constitute revenue and income collected or received from the sale of inventory and consumables: (1) Cash refunds or credits allowed on returns by customers; (2) The actual uncollectible amount of: (i) any check or bank draft received by Lessee as payment for goods or services and returned to Lessee from a customer's bank as being uncollectible (commonly "non-sufficient funds" checks); or (ii) any charge or credit account (commonly "bad debts") incurred by Lessee for the sale of merchandise or services; (3) Only revenue from lessons is excluded from Gross Revenue.

Adjusted Gross Revenue: For purposes of calculating Percentage Rent, the term "Adjusted Gross Revenue" means monthly Gross Revenue minus the following monthly deductions:

- a. The actual amount paid for water and electric services for irrigation purposes furnished to the Premises.
- b. Payments to the Capital Improvement Project Fund pursuant to Section 4.2 as divided equally over the 12 months of the lease year.
- c. The total compensation paid to the City for the services of the Maintenance Supervisor employed by the City as provided in Section 2.4 as divided over the 12 months of the lease year. This deduction shall not apply to a Maintenance Supervisor or equivalent employee hired by Lessee to replace said Maintenance Supervisor, unless otherwise agreed by the City and Lessee.

Percentage Split: The percentage Gross Revenue attributable to Golf Fees and to Merchandise & Concessions will be calculated for each month.

Example: If the monthly Gross Revenue for the month is \$100,000 of which \$70,000 is from Golf Fees and \$30,000 from Merchandise & Concessions, the percentage of monthly Gross Revenue attributable to Golf Fees would be 70% and Merchandise & Concessions would be 30%.

Rent Rate: The percentage of monthly Adjusted Gross Income payable as monthly rent shall be determined from the following table titled *Rent Percentage Rate By Gross Revenue and Type*. The annual Gross Revenue for the previous 12 month period will be used for this determination.

Rent Percentage Rate By Gross Revenue and Type

Annual Gross Revenue	Golf Fees	Merchandise & Concessions
\$970,000 and less	0.10	0.10
\$995,000	0.11	0.10
\$1,020,000	0.12	0.10
\$1,045,000	0.13	0.10
\$1,070,000	0.14	0.10
\$1,095,000	0.15	0.10
\$1,120,000	0.16	0.10
\$1,145,000	0.17	0.10
\$1,170,000	0.18	0.10
\$1,195,000	0.19	0.10
\$1,220,000 and more	0.20	0.10

Formula for Rent Payment

[(Percentage Split for monthly Golf Fees x monthly Adjusted Gross Revenue) x Rent Rate for Golf Fees] + [(Percentage Split for monthly Merchandise & Concessions x monthly Adjusted Gross Revenue) x Rent Rate for Merchandise & Concessions] = Rent Payment

EXHIBIT "H"

CAPITAL IMPROVEMENT PROJECT FUND

Capital Improvement Project Fund Exhibit H

The Capital Improvement Project Fund, consisting of funds contributed by Lessee under Paragraph 4.2 of the Lease and funds contributed by the Men's Golf Club pursuant to Paragraph 3 of the lease between the City and the Men's Golf Club, dated July 1, 2012 ("Cart Barn Lease"), will be managed and controlled by an Advisory Team comprised of three representatives, one from the Men's Golf Club, one from the Golf Professional, and one from the City of Ukiah. Each of the organizations represented shall select its representative and notify the other organizations of the name of and contact information for its representative. The representatives serve at the will and pleasure of the organization they represent. The Advisory Team shall maintain the Fund at a bank or savings and loan approved by the City of Ukiah and shall review, approve and prioritize for implementation Lessee's annual Capital Improvement Plan as provided for under paragraph 2.1 of this Lease. The Advisory Team shall meet, review and approve or disapprove all or part of the Capital Improvement Plan and propose other additions or changes within 30 days after its submission by Lessee. Approval or denial shall be on a line item basis. The Advisory Team shall maintain adequate financial records for the Fund to permit an audit by any of the represented organizations of all income and expenditures. The records shall be available for inspection and copying by any of the represented organizations at all reasonable times. The Fund shall be used exclusively to pay for Capital Improvement Projects as set forth in the approved Capital Improvement Plan and for youth scholarship programs. The first priority of the Fund shall be for projects with long term benefit to the Premises and operation of the Course, i.e. irrigation system. Prior to the expenditure of funds from the account, the Advisory Team's approved expenditures shall be submitted for review by the Ukiah City Council and the public at a City Council Meeting.

The City shall enforce Paragraph 3 of the Cart Barn Lease that obligates the Men's Golf Club to deposit specified revenues to the Capital Improvement Program Fund. If the City should terminate the Cart Barn Lease for failure of the Men's Golf Club to comply with Paragraph 3, thereof, Lessee shall have the option to lease the Cart Barn from the City under the same terms and conditions and for the term remaining on the Cart Barn Lease, if it had not been terminated by the City. Any such lease to the Lessee shall be subject to termination, if the Men's Golf Club successfully challenges the termination of the Cart Barn Lease through administrative or judicial proceedings.

EXHIBIT "I"

INSURANCE REQUIREMENTS



INSURANCE REQUIREMENTS FOR LESSEE

Exhibit I

Lessee 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 Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the lessee.

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).
- B. **Workers' Compensation** insurance as required by the State of California and Employer's Liability insurance (for lessees with employees).
- C. **Property insurance** against all risks of loss to any tenant improvements or betterments.
- D. Insurance Services Office **Automobile Coverage** (Form No. CA 0001 (Ed. 1/87), Code 1; "any auto").

II. Minimum Limits of Insurance

Lessee shall maintain limits no less than:

- A. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. Insurance must be written on an occurrence basis.
- B. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.
- C. Property Insurance: Full replacement cost with no coinsurance penalty provision.
- D. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.

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 Lessee 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 Lessee; and with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to the lessee.
- 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.
- C. The lessee'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 Lessee's insurance and shall not contribute with it.
- 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 the City.

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.

VII. Verification of Coverage

Lessee 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, endorsements 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.

If you have questions regarding our insurance requirements contact:

Risk Manager
(707)-463-6287 Fax: (707) 463-6204

Revised: 11/20/08

Acknowledgement
Air Resources Board Disclosure for In-Use Off-Road Diesel Vehicles

Per Title 13 of the California Code of Regulations, the City is required to provide the following disclosure in conveyance of the following equipment:

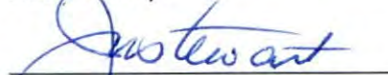
1. Toro 6500 D Fairway Mower (Equipment #5400)
2. Toro 4000 D Rough Mower (Equipment #5401)
3. Toro 6500 D Fairway Mower (Equipment #5412)

Disclosure: *When operated in California, any off- road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.*

Air Resources Board Advisory #378 is included as an attachment to this Acknowledgement for further reference.

Date: July 1, 2012

Received By:


James Stewart
Tayman Park Golf Group, Inc.



Enforcement Division

Advisory

To: Sellers of In-Use Off-Road
Diesel Vehicles in California

Number 378

December 2008
Revised May 2011

UPDATED DISCLOSURE/RECORD RETENTION REQUIREMENTS FOR DEALERS AND SELLERS OF IN-USE OFF-ROAD DIESEL VEHICLES EFFECTIVE 9/15/08

The Air Resources Board (ARB) has adopted a regulation for In-Use Off-Road Diesel Vehicles, which became effective under California law on June 15, 2008. This regulation is designed to reduce harmful emissions from diesel powered construction and mining vehicles operating in California. Fleet owners are subject to retrofit or accelerated replacement/repower requirements for which ARB must obtain authorization prior to enforcement from the United States Environmental Protection Agency under the federal Clean Air Act. In addition, this regulation also imposes notification and record keeping requirements on individuals and businesses who sell off-road diesel vehicles, which the ARB is authorized to enforce.

The disclosure requirements became effective as of June 15, 2008. ARB enforcement began conducting field audits beginning in mid-September 2008.

The regulation requires sellers in California of applicable off-road vehicles (self-propelled diesel-fueled vehicles 25 horsepower and up that were not designed to be driven on-road) to notify the buyer that the off-road diesel vehicle may be subject to retrofit or accelerated replacement/repower requirements. In addition, the seller must keep records of the disclosure notice for three years. The disclosure must be printed on the bill of sale or invoice. ARB encourages sellers to provide the disclosure prior to the sale so that the buyer can be aware of the regulation when making a buying decision.

If you have sold equipment on or after June 15, 2008 and did not include the disclosure, please contact all buyers and provide them with the disclosure. ARB enforcement may be inclined to reduce fines if you did not know about the disclosure requirements and made a good faith effort to inform buyers.¹

These requirements are specified in title 13, California Code of Regulations as follows:

§2449(j) Disclosure of Regulation Applicability:

Any person selling a vehicle with an engine subject to this regulation in California must provide the following disclosure in writing to the buyer on the bill of sale, "When operated in California, any off-

¹ For sales that occurred before September 15, 2008 and that did not include the disclosure on the invoice or bill of sale, ARB staff will not pursue enforcement action as long as the disclosure to the buyer was provided in writing before September 15, 2008.

road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.²

§2449(h)(8) Record Retention:

Each fleet owner shall maintain the records for each vehicle subject to the regulation until it is retired and of the overall fleet as long as the owner has a fleet or January 1, 2030, whichever is earlier. If vehicle ownership is transferred, the seller shall convey the vehicle records including vehicle data per section 2449(g)(1)(B), engine data per section 2449(g)(1)(C), and VDECS data per section 2449(g)(1)(D) to the buyer. If fleet ownership is transferred, the seller shall convey the fleet records including fleet data per sections 2449(g)(1)(A) through (H) to the buyer. Dealers must maintain records of the disclosure of regulation applicability required by Section 2449(j) for three years after the sale.

§2449(i) Right of Entry

For the purpose of inspecting off-road vehicles and their records to determine compliance with these regulations, an agent or employee of ARB, upon presentation of proper credentials, has the right to enter any facility (with any necessary safety clearances) where off-road vehicles are located or off-road vehicle records are kept.

Non-Compliance: Health and Safety Code, Section 39674 (a) authorizes civil penalties for the violation of the programs for the regulation of toxic air contaminants not to exceed one thousand dollars (\$1,000) for each day in which the violation occurs.

Health and Safety Code, Section 39674 (b) authorizes civil penalties for the violation of the programs for the regulation of toxic air contaminants not to exceed ten thousand dollars (\$10,000) for each day in which the violation occurs.

As a matter of policy, each first time violation of the disclosure/record retention requirements will be assessed a minimum civil penalty of \$500. Subsequent penalties can be up to \$1,000 to \$10,000. Daily fines will be assessed individually for every vehicle in violation. The standard for assessing penalties is one of strict liability. The seller will be responsible for the penalty.

For further information about the Off-road regulation, please visit our website at www.arb.ca.gov/ordiesel. Fact sheets are available at www.arb.ca.gov/msprog/ordiesel/knowcenter.htm, and the full text of the regulation is available at www.arb.ca.gov/msprog/ordiesel/reglanguage.htm.

For questions regarding enforcement of the Off-road regulation, please contact Mr. Eric Brown at (916) 323-0166 or ebrown@arb.ca.gov.

If you have questions about the Off-road regulation or our outreach efforts, please contact Ms. Kim Heroy-Rogalski at 916-327-2200 or kheroyro@arb.ca.gov.

² On May 1, 2008, the California Air Resources Board (ARB) mailed potential sellers of off-road vehicles a letter that identified disclosure language that must be provided in the bill of sale. Unfortunately, the last sentence of the disclosure language providing the website was omitted. The disclosure needs to contain all three sentences listed above.
ED - Form #075 (Rev. 07/04)