



City Council Regular Meeting **AGENDA**

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

January 16, 2019 - 6:00 PM

1 ROLL CALL

2 PLEDGE OF ALLEGIANCE

3 PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

- 3.a. [Presentation Regarding the 2018/19 Youth Basketball Program.](#)
Recommended Action: Receive presentation regarding the 2018/19 Youth Basketball Program.
[Attachment 1 - Presentation](#)

4 PETITIONS AND COMMUNICATIONS

5 APPROVAL OF MINUTES

- 5.a. [Approval of the December 19, 2018, Regular Meeting Minutes](#)
Recommended Action: Approve the Minutes of December 19, 2018, a Regular Meeting, as submitted.
[Attachment 1 - December 19, 2018, Draft Minutes](#)

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.

- 7.a. [Adoption of Resolution Approving the City of Ukiah's Qualified Contractors List for 2019.](#)
Recommended Action: Adopt the proposed resolution approving the Qualified Contractors List for 2019.
[Attachment 1 - Ukiah City Code 1541-1542](#)
[Attachment 2 - Public Contracts Code Section 22036 \(partial\).pdf](#)
[Attachment 3 - Notice to Construction Trade Organizations and Contractors](#)
[Attachment 4 - Resolution with Exhibit A Listing 2019 Qualified Contractors List](#)

- 7.b. [Adoption of Resolution Appointing Representatives to Represent and Vote on Behalf of the City at the League of California Cities, Redwood Empire Division Business Meetings and Division Legislative Committee Meetings.](#)
Recommended Action: Adopt resolution appointing Mayor Mulheren as the Primary and Councilmember Brown as an Alternate to represent and vote on behalf of the City at the League of California Cities, Redwood Empire Division business meetings and division legislative committee meetings.
[Attachment 1 - Resolution](#)
- 7.c. [Approval of Notice of Completion for 2018 Street Rehabilitation Project, Specification No. 18-01](#)
Recommended Action: 1. Accept the work as complete. 2. Direct the City Clerk to file the Notice of Completion with the County Recorder for 2018 Street Rehabilitation Project, Specification No. 18-01.
[Attachment 1 - Notice of Completion-Spec 18-01](#)
- 7.d. [Report the Purchase of a New Pitney Bowes Mailing System and Approve Corresponding Budget Amendment.](#)
Recommended Action: Receive report, and approve requested budget amendment.
[Attachment 1 - Signed Proposal & PO](#)
- 7.e. [Authorize Execution of Amendment to the Agreement with Rau and Associates, Inc. in an Amount not to Exceed \\$5,300 for Additional Construction Review, Testing, and Staking for the Smith Street Rehabilitation Project, and Approve Budget Amendment.](#)
Recommended Action: Authorize execution of amendment to the agreement with Rau and Associates, Inc. in an amount not to exceed \$5,300 for additional construction review, testing, and staking for the Smith Street Rehabilitation Project, and approve budget amendment.
[Attachment 1 Rau Proposal recd Oct 30 2018](#)
[Attachment 2 Rau Agreement](#)
[Attachment 3 Rau Amendment 1](#)
[Attachment 4 Rau Amendment 2](#)
[Attachment 5 Rau Amendment 3](#)
- 7.f. [Report of Amendments to the Existing Audit Contract with Van Lant & Fankhanel for a Total Amount of \\$24,700, and Approval to Amend the Contract for an Additional \\$3,500.](#)
Recommended Action: Receive report of amendments to existing audit contract with Van Lant & Fankhanel for a total amount of \$24,700, and approval to amend the contract for an additional \$3,500.
[Attachment 1 - Contract 1415197 - Auditing Services](#)
[Attachment 2 - A1 THRU A5](#)
- 7.g. [Notification of Purchase and Installation of Shipping Containers for Temporary Records Retention and Community Services Storage, in the Amount of \\$21,457, to John Foster Trucking, Inc., and Approval of Corresponding Budget Amendment.](#)
Recommended Action: Receive report and approve corresponding budget amendment.
[Attachment 1 - PO 45695](#)
- 7.h. [Approval of Amendment #2 with Larry Walker and Associates for Technical Permitting Assistance Related to the City's National Pollutant Discharge Elimination System \(NPDES\) Permit and Recycled Water Permit.](#)
Recommended Action: Approve Amendment #2 with Larry Walker and Associates for Technical Permitting Assistance Related to the City's National Pollutant Discharge Elimination

System (NPDES) Permit and Recycled Water Permit.

[Attachment 1 - Ukiah NPDES and Recycled Water Permit Assistance \(Revised 12-1-18\)](#)

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

- 12.a. [Discussion Regarding the Homeless Emergency Aid Program \(HEAP\) Grant Funding Allocated to Mendocino County and Adoption of a limited Resolution Declaring a Shelter Crisis to compile with State requirements for the distribution of funds for capital projects by Redwood Community Services and Project Sanctuary.](#)

Recommended Action: Discuss the Homeless Emergency Aid Program (HEAP) Grant Funding allocated to Mendocino County, and adopt a limited resolution declaring a shelter crisis to allow HEAP funding for specific projects.

[Attachment 1 - HEAP FAQs](#)

[Attachment 2 - Resolution for Shelter Crisis](#)

- 12.b. [Approve and Authorize Pacific Recycling Solutions \(PRS\) to Enter the First Amended and Restated Agreement for Mixed Organic Waste Services Between Cold Creek Compose \(CCC\) and Pacific Recycling Solutions.](#)

Recommended Action: Approve and Authorize Pacific Recycling Solutions to Enter the First Amended and Restated Agreement for Mixed Organic Waste Services Between Cold Creek Compose and Pacific Recycling Solutions.

[Attachment 1 - Ukiah Rate Increase 12-11-18](#)

[Attachment 2 - CCC-PRS Agreement for Mixed Organic Waste Services Draft](#)

13 NEW BUSINESS

- 13.a. [Authorization for Staff to Develop Plans and Specifications for Public Infrastructure and Right-of-Way Improvements on East Clay Street.](#)

Recommended Action: Authorize Staff to develop plans and specification for public infrastructure and right-of-way improvements at East Clay Street

[Attachment 1 - Courthouse Site Plan](#)

- 13.b. Receive Updates, and Discussion and Appointments Regarding 2019 Council Assignments, and Consideration of Disbandment and Modification to City Council Committees and Ad Hoc(s); and Adoption of Resolution Appointing a Director and an Alternate to the Ukiah Groundwater Sustainability Agency (GSA).

Recommended Action: Receive report(s) and adopt resolution appointing a Director and an Alternate to the Ukiah Groundwater Sustainability Agency (GSA). The Council may also consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).

Attachment 1 - 2019 City Council Special Assignments & Ad Hoc(s)

Attachment 2 - Resolution for GSA

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

- 14.a. Conference with Legal Counsel – Existing Litigation
(Government Code Section 54956.9(d)(1))

Name of case: Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCU-K-CVPT-2018-70200

Recommended Action: Confer in Closed Session

- 14.b. Conference with Real Property Negotiators
(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 157-050-03, 157-060-02, 157-050-04, 157-050-03, 157-030-02, 157-050-01, 157-050-02, 157-050-10, 157-050-09, 157-070-01, 157-070-02, 003-190-01

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Dave Hull and Ric Piffero

Under Negotiation: Price & Terms of Payment

Recommended Action: Confer in Closed Session

- 14.c. Conference with Real Property Negotiators
(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 003-040-77; 003-040-78; 003-040-79

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Shapiro/Danco

Under Negotiation: Price & Terms of Payment

Recommended Action: Confer in Closed Session

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.

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Presentation Regarding the 2018/19 Youth Basketball Program.

DEPARTMENT: Community Services

PREPARED BY: Julie Whiteakar

ATTACHMENTS:

[Attachment 1 - Presentation](#)

Summary: The Recreation Department provides a recreational Youth Basketball program, available to all children in grades Kindergarten through 12th. For the fifth year in a row, the program has successfully registered over 1,000 players. With over 200 of our participants coming from outside of the Ukiah Valley, the program further helps to promote Ukiah as the hub of the county.

Background: The City of Ukiah offers a recreational basketball program for boys and girls in grades K-12. This program is designed to encourage participation and develop basketball skills while helping children learn to respect others, practice sportsmanship and grow socially.

Discussion: This program continues to be successful and provides a fun, healthy activity for the youth in our community. The presentation is attached for reference.

RECOMMENDED ACTION: Receive presentation regarding the 2018/19 Youth Basketball Program.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

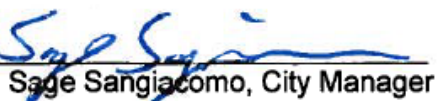
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

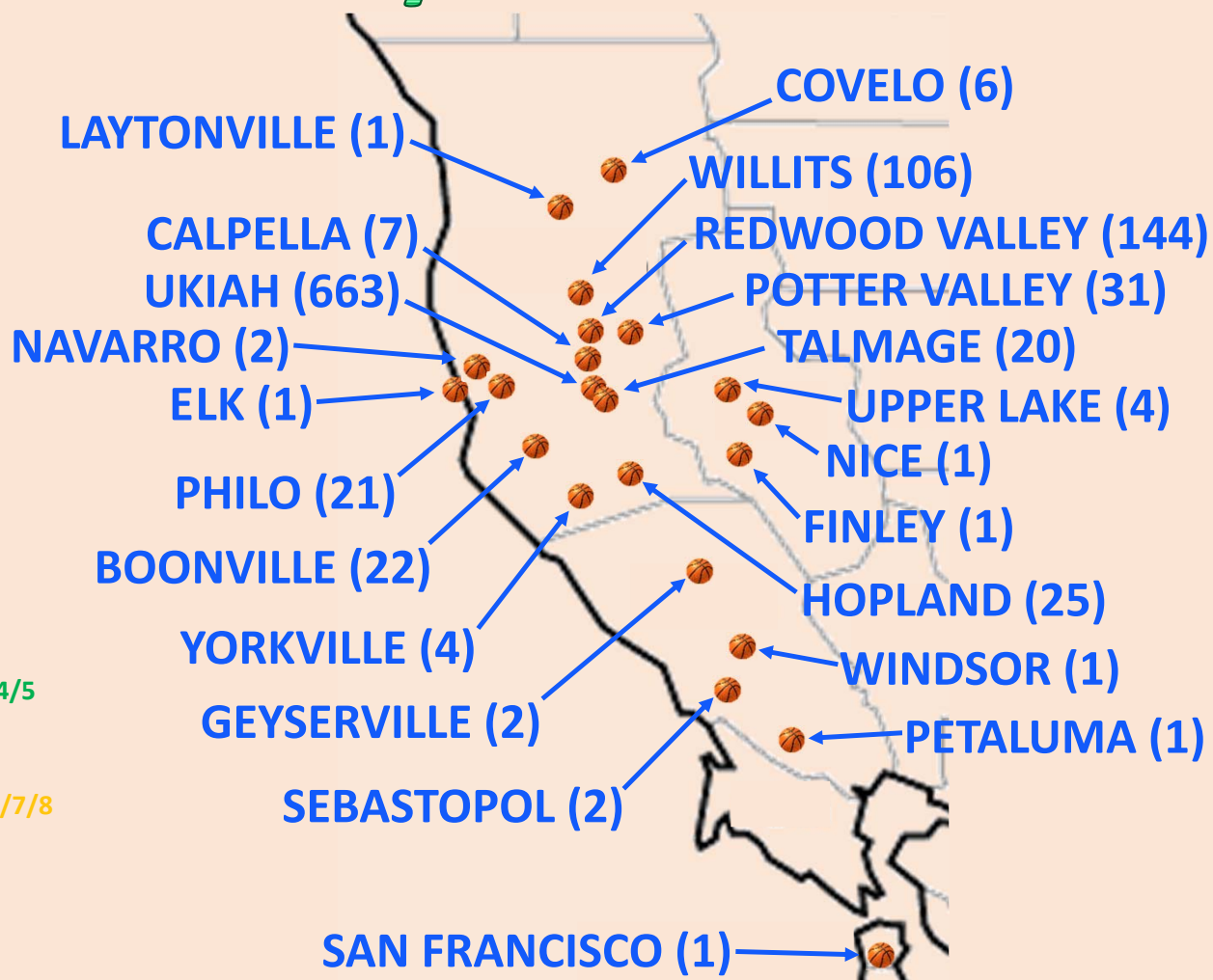
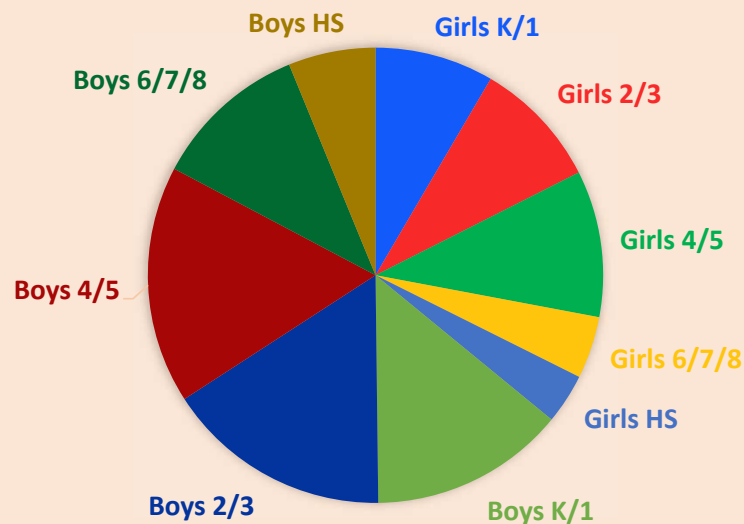
COORDINATED WITH: N/A

Approved:


Sage Sangiacomo, City Manager

Youth Basketball by the Numbers

City of Ukiah Recreation Offers Recreation Youth Basketball to all children in grades Kindergarten through 12th. For the 5th year in a row, the Department has successfully registered over 1,000 players, over 200 of which come from outside the Ukiah Valley...



Behind the Scenes...

1,066 Players

106 Teams ; 106 Sponsors

85 Head Volunteer Coaches

17 Gyms

432 Games

32 Staff Members

Pictures TBD from opening weekend (1/12 & 1/13)



AGENDA SUMMARY REPORT

SUBJECT: Approval of the December 19, 2018, Regular Meeting Minutes

DEPARTMENT: Clerk/Admin

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - December 19, 2018, Draft Minutes](#)

Summary: Council will consider approving the Minutes of December 19, 2018, a Regular Meeting (Attachment 1).

Background: N/A

Discussion: N/A

RECOMMENDED ACTION: Approve the Minutes of December 19, 2018, a Regular Meeting, as submitted.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: _____


Sage Sangiacomo, City Manager

**CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
December 19, 2018
6:00 p.m.**

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

Ukiah City Council met at a Regular Meeting on December 19, 2018, having been legally noticed on December 14, 2018. Mayor Mulheren called the meeting to order at 6:00 p.m. Roll was taken with the following **Councilmembers Present:** Juan V. Orozco, Jim O. Brown, Stephen G. Scalmanini, Douglas F. Crane, and Maureen Mulheren. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR MULHEREN PRESIDING.

The Pledge of Allegiance was led by Captain John Strangio, Ukiah Valley Fire Authority.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Presentation of the 2018 Ukiah Leadership Academy Graduates

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

The following graduates received certificates:

*Daphine Harris, Finance Management Analyst
Sean Kaeser, Police Captain
Isabel Madrigal, Police Officer/School Resources Officer
Alicia Tlelo Martinez, Assistant Planner
Tracey Porter, Police Communications/Records Supervisor
Robert Ramseier, Fire Engineer/Paramedic
Kenneth Ronk, Airport Assistant
Scott Shaver, Information Technology Administrator
Jarod Thiele, Public Works Management Analyst
Julie Whiteaker, Community Services Sports Coordinator
Michelle Whyburn, Senior Operator for the Water Treatment Plant*

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

a. Approval of the December 5, 2018, Regular Meeting Minutes

Motion/Second: Brown/Crane to approve Minutes of December 5, 2018, a regular meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

6. RIGHT TO APPEAL DECISION

7. CONSENT CALENDAR

- a. Report of Disbursements for the Month of October 2018 – *Finance*.
- b. Report of Disbursements for the Month of November 2018 – *Finance*.
- c. Adoption of Resolution (2018-42) Approving Records Destruction – *City Clerk*.
- d. Adoption of Resolution (2018-43) Amending the Appendix to the Conflict of Interest Code to Reflect a Current List of Economic Disclosure Filers – *City Clerk*.
- e. Report of Contract (COU No. 1819-137) with Ginny Feth-Michel for Finance Support Services in the Amount of \$20,000, Approve Amending the Contract – *Finance*.
- f. Approval of Friends of the Library's Grant Application to the Community Foundation for a Needs Assessment for Library Upgrades, and Consideration of Request for up to \$2,500 in Matching Funds Utilizing Asset Forfeiture Funds – *Administration*.
- g. Approve the Purchase of a Skeeter Type V Wildland Fire Engine from Golden State Fire Apparatus, Inc. in the Amount of \$227,668.61 – *Fire*.
- h. Approve the Plans and Specification for the Oak Manor Underground Conduit Substructure, Specification No. 18-07, for the Future Removal of Overhead Utilities on Oak Manor Drive, and Approve Corresponding Budget Amendment (EUD) – *Electric Utility*.
- i. Approve the Purchase of Battery Powered Auto Extrication Equipment from Municipal Emergency Service in the Amount of \$45,835.61, and Corresponding Budget Amendment – *Fire*.
- j. Approve the Purchase of a 2019 Ford F-150 Super Crew from Redwood Ford in the Amount of \$31,002.80 for the Fleet and Plant Maintenance Division as Approved in the Fiscal Year 2018-2019 Capital Budget – *Public Works*.
- k. Approve the Purchase of a 2019 Ford F-150 Super Crew from Redwood Ford in the Amount of \$31,002.80 for the Engineering Division as Approved in the Fiscal Year 2018-2019 Capital Budget – *Public Works*.

Motion/Second: Crane/Scalmanini to approve Consent Calendar Items 7a-7k, including approval of Mayor to sign letter submitted for agenda item 7f. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

Public Comment: Lyndsey Wood – Tiny homes, and Michelle Van Patten – Sewer in Mill Creek subdivision,

9. COUNCIL REPORTS

Presenter: Councilmember Scalmanini.

10. CITY MANAGER/CITY CLERK REPORTS

Presenters: Sage Sangiacomo, City Manager; Kevin Jennings, Acting Fire Chief/ Fire Marshal; Tim Eriksen, Public Works Director / City Engineer; and Shannon Riley, Deputy City Manager.

RECESS: 6.27 – 6.34 P.M. (for technical issues with video)

11. PUBLIC HEARINGS (6:15 PM)

- a. Consideration and Possible Adoption of a Resolution Amending the Fee Schedule for the Planning and Building Divisions of the Community Development Department, Including a Temporary Structure Building Permit Fee and an Increase to the Minimum Building Permit Fee.**

Presenter: Craig Schlatter, Community Development Director.

PUBLIC HEARING WAS OPENED AT 6.49 P.M.

No public comment was received

PUBLIC HEARING WAS CLOSED AT 6.49 P.M.

Motion/Second: Crane/Scalmanini to adopt the Resolution (2018-44) establishing a new building permit fee for temporary structures and an increase to the minimum building permit fee. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

- b. Consideration and Possible Adoption a Resolution Overruling a Finding of the Mendocino County Airport Land Use Commission, Related to the Appeal of Planning Commission Decision to Approve a Major Site Development Permit for the Construction of a 7,500± Square Foot Metal Building to House Support Services for Garton Tractor at 285 Talmage Road.**

Presenters: Craig Schlatter, Community Development Director and Greg Owen, Airport Manager.

PUBLIC HEARING WAS OPENED AT 7:03 P.M.

Public Comment: Joe Thomas, John McCowen (*speaking as a private citizen*), Peter Bradford, Mike Zeman, Brad Campbell, and Bill Garton.

PUBLIC HEARING WAS CLOSED AT 7.23 P.M.

Consultant Comment: Ken Brody, Mead & Hunt.

Motion/Second: Brown/Orozco to 1) adopt the Resolution and associated findings overruling the Mendocino County Airport Land Use Commission's finding of inconsistency with the Mendocino County Airport Comprehensive Land Use Plan for the Garton Tractor project; and 2) Approve motion to proceed with Recommended Action #1 from the September 19, 2018, agenda summary report (described in Attch #2). Motion required a 4/5th vote, and therefore **failed** by the following roll call votes: AYES: Orozco, Brown, and Mulheren. NOES: Scalmanini and Crane. ABSENT: None. ABSTAIN: None.

RECESS: 8:35 – 8:48 P.M.

12. UNFINISHED BUSINESS

- a. Receive Report Regarding Review of Ordinance for Marijuana Dispensaries and Provide Direction as Necessary.**

Presenter: Craig Schlatter, Community Development Director.

Council Consensus directs staff to bring item back in a year for a subsequent review.

Mo – add section to planning application for reason for withdrawal

13. NEW BUSINESS

a. Discussion and Direction to Staff Regarding the Preparation of a Request for Qualifications for Advance Planning Activities, Consisting of Professional Planning Assistance Related to the Ukiah General Plan Update/Preparation of the Environmental Impact Report for the General Plan Update, Housing Element Update, and Other Related Advance Planning Priorities.

Presenter: Craig Schlatter, Community Development Director.

Motion/Second: Crane/Scalmanini to authorize Staff to prepare and release a Request for Qualifications for advance planning activities. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

b. Notification of Contract Execution by the City Manager at the Request of the City Engineer for the Emergency Sewer Main Replacement on Despina Avenue to Ghilotti Construction Company in the Amount of \$351,030 on Behalf of the Ukiah Valley Sanitation District, and Approval of Corresponding Budget Amendment.

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

Motion/Second: Brown/Crane to receive report of contract (*COU No. 1819-149*) execution by the City Manager at the Request of the City Engineer for the Emergency Sewer Main Replacement on Despina Avenue to Ghilotti Construction Company in the Amount of \$351,030 on behalf and with approval of the Ukiah Valley Sanitation District; that the emergency no longer exists; and approval of corresponding budget amendment. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

c. Authorize Entering into an Agreement, Jointly with the Ukiah Valley Sanitation District, with Hildebrand Consulting, in Collaboration with The Reed Group, Inc., to Perform a Joint Sewer Rate Study in the Amount Not-to-Exceed \$81,210.

Presenter: Dan Buffalo, Finance Director.

Motion/Second: Crane/Brown to authorize the City Manager to negotiate and enter into a professional service agreement (*COU No. 1819-153*), jointly with the Ukiah Valley Sanitation District, with Hildebrand Consulting, in collaboration with The Reed Group, Inc., to perform a joint sewer rate study in the amount not-to-exceed \$81,210. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

d. Discussion Regarding the Homeless Emergency Aid Program (HEAP) Grant Funding Allocated to Mendocino County and Possible Action Regarding a Resolution Declaring a Shelter Crisis.

Presenter: Shannon Riley, Deputy City Manager.

Public Comment: Sage Wolfe and John McCowen, Mendocino County 2nd District Supervisor.

Motion by Councilmember Brown, Seconded by Vice Mayor Crane to continue item to the January 16, 2019, Council meeting.

Motion was withdrawn and Council took the following action:

Council Consensus to direct Staff to draft and return with a resolution declaring a shelter crisis.

e. Consider Adoption of Resolution Adopting a 2019 Legislative Platform to Serve as Guidelines for Local, State, and Federal Legislative Matters.

Presenter: Shannon Riley, Deputy City Manager.

Public Comment: Diane Simmons.

Motion/Second: Crane/Scalmanini to adopt resolution (2018-45) adopting a 2019 Legislative Platform to serve as guidelines for local, state, and federal legislative matters, and to include broadband. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

f. Discussion and Possible Adoption of Resolution Making Appointments to the Planning Commission; Design Review Board; and Parks, Recreation, and Golf Commission.

Presenter: Kristine Lawler, City Clerk.

Motion/Second: Brown/Crane to adopt the Resolution (2018-46) with the listed table of nominations making appointments to the Design Review Board; Planning Commission; and Parks, Recreation, and Golf Commission. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

g. Receive Updates, and Discussion and Appointments Regarding 2019 Council Assignments, and Consideration of Disbandment and Modification to City Council Committees and Ad Hocs.

Presenters: Sage Sangiacomo, City Manager; Mayor Mulheren; and Various Councilmembers.

Motion/Second: Crane/Brown to approved the listed 2019 Council Assignments and Ad Hoc Committee, with modifications per discussion; and Direct the City Clerk to finalize and attach the 2019 Council Assignments and Ad Hoc Committee List to the December 19, 2018, Minutes. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

(2019 Council Assignments and Ad Hoc Committee List attached)

THE CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 10:18 P.M.

14. CLOSED SESSION

a. Conference with Legal Counsel – Existing Litigation

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

Name of case: *Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCUk-CVPT-2018-70200*

b. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 157-050-03, 157-060-02, 157-050-04, 157-050-03, 157-030-02, 157-050-01, 157-050-02, 157-050-10, 157-050-09, 157-070-01, 157-070-02, 003-190-01

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Dave Hull and Ric Piffero

Under Negotiation: Price & Terms of Payment

c. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 003-040-77; 003-040-78; 003-040-79

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Shapiro/Danco

Under Negotiation: Price & Terms of Payment

No report out was received.

15. ADJOURNMENT

There being no further business, the meeting adjourned at 10:42 p.m.

Kristine Lawler, City Clerk

DRAFT

2019 CITY COUNCIL SPECIAL ASSIGNMENTS

COUNTY/REGIONAL OnGoing One + Alternate	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Disaster Council	Shall meet a minimum of twice a year at a time and place designated upon call of the chair	Place designated upon call of the chair or, if she/he is unavailable or unable to call such meeting, the first vice chair and then the City Manager or her/his designee.		Emergency Management Coordinator 300 Seminary Ave. Ukiah, CA 95482 467-5765 - Tami Bartolomei	Develop any necessary emergency and mutual aid plans, agreements, ordinances, resolutions, rules, and regulations.	Mulheren Orozco- Alternate	Tami Bartolomei, Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
Mendocino Council of Governments (MCOG)	1st Monday of month, 1:30 p.m.	Board of Supervisors Chambers 501 Low Gap Road Ukiah, CA		Executive Director 367 N. State Street, Ste. 206 Ukiah, CA 95482 463-1859	Plan and allocate State funding, transportation, infrastructure and project County wide	Brown Mulheren- Alternate	Rick Seanor, Deputy Director of Public Works; 463-6296 rseanor@cityofukiah.com
Mendocino County Inland Water and Power Commission (IWPC)	2nd Thursday of month, 6:00 p.m.	Civic Center 300 Seminary Avenue conference room 5		IWPC Staff P.O. Box 1247 Ukiah, CA 95482 391-7574 - Candace Horsley	Develops coordination for water resources and current water rights: Potter Valley project - Eel River Diversion	Orozco Brown- Alternate	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com
Mendocino Solid Waste Management Authority (MSWMA)	3rd Thursday of every other month (varies), 10:00 a.m.	Willits Council Chambers		Solid Waste Director 3200 Taylor Drive Ukiah, CA 95482 468-9710	County-wide Solid Waste JPA	Brown Scalmanini- Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino Transit Authority (MTA) Board of Directors	Last Wednesday of month, 1:30 p.m.	Alternating locations - Ukiah Conference Center or Fort Bragg, or Point Arena		Executive Director 241 Plant Road Ukiah, CA 95482 462-1422	County-wide bus transportation issues and funding	Mulheren Brown- Alternate	Rick Seanor, Deputy Director of Public Works; 463-6296 rseanor@cityofukiah.com
North Coast Opportunities (NCO)	4th Wednesday of month, 2 p.m.	Alternating locations - Ukiah and Lakeport		Ross Walker, Governing Board Chair North Coast Opportunities 413 North State Street Ukiah, CA 95482	Assist low income and disadvantaged people to become self reliant	Bartolomei (appointed 12/19/18)	Tami Bartolomei, Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
North Coast Rail Authority (NCRA)	2nd Wednesday of month, 10:30 a.m.	Various Locations - announced		419 Talmage Road, Suite M Ukiah, CA 95482 463-3280	Provides a unified and revitalized rail infrastructure meeting the freight and passenger needs of the region	Mayor	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Russian River Watershed Association (RRWA)	4th Thursday of month, 9:00 a.m. (only 5 times a year)	Windsor Town Hall		Russian River Watershed Association Attn: Daria Isupov 425 South Main St., Sebastopol, CA 95472 666-4857	Consider issues related to Russian river - plans projects and funding requests	Mulheren Brown- Alternate	Rick Seanor, Deputy Director of Public Works; 463-6296 rseanor@cityofukiah.com
Ukiah Valley Basin Groundwater Sustainability Agency (GSA)	2nd Thursday of month, 1:30 p.m.	Board of Supervisors Chambers; 501 Low Gap Road Ukiah, CA		County Executive Office Nicole French 501 Low Gap Rd., Rm. 1010 Ukiah, CA 95482 463-4441	GSA serves as the Groundwater Sustainability Agency in the Ukiah Valley basin	Crane Mulheren- Alternate	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com
COUNTY/REGIONAL One + Staff Alternate	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Economic Development & Financing Corporation (EDFC)	2nd Thursday of month, 2:00 p.m.	Primarily 631 S. Orchard Street (location varies)		Executive Director 631 South Orchard Avenue Ukiah, CA 95482 467-5953	Multi-agency co-op for economic development and business loan program	Riley (appointed 12/19/18)	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Greater Ukiah Chamber of Commerce Liaison ex officio	4th Wednesday of month, 9:00 a.m.	Conference Center 200 S. School Street Ukiah, CA		200 S. School Street Ukiah, CA 95482 462-4705	To represent and set policy for Chamber and area businesses	Riley (appointed 12/19/18)	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com;
Main Street Program Board of Directors ex officio	1st Thursday of month, 8:00 a.m.	200 South School Street Ukiah, CA		200 S. School St. Ukiah, CA 95482 463-6729	Develops activities for downtown economic development program	Riley (appointed 12/19/18)	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Sun House Guild ex officio	2nd Tuesday of month, 4:30 p.m.	Sun House 431 S. Main St. Ukiah, CA		431 S. Main Street Ukiah, CA 95482 467-2836	Support and expand Grace Hudson Museum	Bartolomei (appointed 12/19/18)	David Burton, Museum Director; 467-2836 dburton@cityofukiah.com

2019 CITY COUNCIL SPECIAL ASSIGNMENTS

Continued - COUNTY/REGIONAL One + Staff Alternate	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Mendocino Youth Project JPA Board of Directors	3rd Wednesday of month, 7:45 a.m.	776 S. State Street Conference Room		Mendocino Co. Youth Project 776 S. State Street, Ste. 107 Ukiah, CA 95482 707-463-4915	targets all youth with a focus on drug and alcohol prevention, healthy alternatives and empowering youth to make healthy choices	UPD Staff	Recommend to be assigned to staff - Forthcoming from UPD
Northern California Power Agency (NCPA)	4th Thursday of month, 9:00 a.m. (see calendar from NCPA)	Roseville, CA and other locations		651 Commerce Drive Roseville, CA 95678 916-781-4202	Pool of public utilities for electric generation and dispatch	Crane Grandi - Alternate	Mel Grandi , Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
LOCAL/COUNTY/REGIONAL/LIASONS OnGoing One or Two Council and/or Staff	MTG DATE/TIME	LOCATION		MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
League of California Cities Redwood Empire Legislative Committee	Prior to Division Meetings, meets 3x in person and then via conference call	Various locations that are announced		Redwood Empire League President; Public Affairs Program Manager (916) 658-8243	Elected city officials and professional city staff attend division meetings throughout the year to share what they are doing and advocate for their interests in Sacramento	Mulheren Brown- Alternate	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
City Selection Committee	Called as required by the Clerk of the Board	BOS Conference Room 501 Low Gap Rd. Rm. 1090 Ukiah, CA		C/O: BOS 501 Low Gap Rd., Rm 1090 Ukiah, CA 95482 463-4441	Makes appointments to LAFCO and Airport Land Use Commission	Mayor	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Investment Oversight Committee	Varies	Civic Center 300 Seminary Ave. Ukiah, CA 95482		Civic Center 300 Seminary Ave. Ukiah, CA 95482	Reviews City investments, policies, and strategies	Crane Alan Carter, Treasurer	Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Library Advisory Board	3rd Wednesdays of alternate months (beginning January), 1:00 p.m.	Various Mendocino County Libraries		Ukiah County Library 463-4491	Review library policy and activities	Bartolomei (appointed 12/19/18)	Kristine Lawler , City Clerk; 463-6217; klawler@cityofukiah.com
Ukiah Players Theater Board of Directors	3rd Tuesday of month, 6:00 p.m	1041 Low Gap Rd Ukiah, CA 95482 462-1210		1041 Low Gap Rd Ukiah, CA 95482 462-1210	To oversee the activities, organization and purpose of the Ukiah Players Theater	Greg Owen , Airport Manager (appointed 12/19/18)	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Ukiah Unified School District (UUSD) Committee	Quarterly	511 S. Orchard, Ste. D Ukiah, CA 95482		511 S. Orchard Ukiah, CA 95482	Information exchange with UUSD Board Chair, Mayor, Superintendent, and City Manager	Mayor, City Manager and Police Chief	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
Russian River Flood Control District (RRFCD)	1st Monday of month, 5:30 p.m.	151 Laws Ave., Suite D Ukiah, CA		151 Laws Ave., Ukiah, CA 95482; rrfc@pacific.net; 462-5278	Proactively manage the water resources of the upper Russian River for the benefit of the people and environment of Mendocino County	White (appointed 12/19/18)	Sean White , Director of Water Resources; 463-5712 swhite@cityofukiah.com
HHSa Advisory Board	2nd Wednesday of month; 9:00 a.m.	Big Sur Room County Department of Social Services		Executive Director Jackie Williams - 462-1934 c/o Ford St. Project 139 Ford St. Ukiah CA 95482	Discussions and possible work on health and human service issues	Brown - Liaison	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino County Local Area Formation Commission (LAFCO)	1st Monday of month, 9:00 a.m.	Board of Supervisors Chambers		Executive Director 200 S. School Street, Ste. 2 Ukiah, CA 95482 463-4470	Required by legislation - planning spheres of influence, annexation, service areas, and special districts	Crane Mulheren- Alternate	Craig Schlatter , Director of Community Development; 463-6219; cschlatter@cityofukiah.com
Mendocino County Airport Land Use Commission	As needed	BOS Conference Room 501 Low Gap Rd., Rm. 1090, Ukiah, CA		Mendocino County Executive Office 501 Low Gap Rd. Rm. 1010 Ukiah, CA 95482	To formulate a land use compatibility plan, provide for the orderly growth of the airport and the surrounding area, and safeguard the general welfare of the inhabitants within the vicinity	Owen/Schlatter	Greg Owen , Airport Manager; 467-2855; gowen@cityofukiah.com Craig Schlatter , Director of Community Development; 463-6219; cschlatter@cityofukiah.com
Mendocino County 2nd District Liaison	1st Wednesdays of month, 8:00 a.m.	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482		Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the City's 2nd District Supervisor	Brown Crane- Alternate	Sage Sangiacomo , City Manager; 463-6221; ssangiacomo@cityofukiah.com
Fire Executive Committee	2nd Wednesdays of month, 3:45 p.m.	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA		Stephanie Abba Civic Center 300 Seminary Ave. Ukiah, CA 95482 sabba@cityofukiah.com	Per the recently adopted agreement between the City of Ukiah and the Ukiah Valley Fire Protection District	Orozco/Brown	Dan Grebil , Fire Authority Administrator; 462-7921 x400; dgrebil@cityofukiah.com

2019 AD HOC COMMITTEES		
COMMITTEE	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Electric Grid Operational Improvements	Crane/Scalmanini	Mel Grandi , Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
Rate Studies for Electric, Water, Sewer	Crane/Scalmanini	Mel Grandi , Electric Utility Director; 463-6295 mgrandi@cityofukiah.com Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Sean White , Director of Water Resources; 463-5712 swhite@cityofukiah.com Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Downtown Parking Management	Mulheren/Brown	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Budget Development Best Practices and Financial Policy For FY 19/20 Budget	Crane/Brown	Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com Sheri Mannion , Human Resource Director/Risk Manager; 463-6272,
Public Works Project Specification Development	Crane/Mulheren	Tim Eriksen , Public Works Director/City Engineer;
Uniform Cost Accounting	Crane/Mulheren	Tim Eriksen , Public Works Director/City Engineer;
Vichy Springs Resort Litigation	Brown/Scalmanini	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
Marbut Study Ad Hoc	Brown/Scalmanini	Justin Wyatt , Police Operations Captain, 463-6760 jwyatt@cityofukiah.com
Solar Proposal-Application Project	Crane/Scalmanini	Sean White , Director of Water Resources; 463-5712 swhite@cityofukiah.com



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution Approving the City of Ukiah's Qualified Contractors List for 2019.

DEPARTMENT: Clerk/Admin

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - Ukiah City Code 1541-1542](#)

[Attachment 2 - Public Contracts Code Section 22036 \(partial\).pdf](#)

[Attachment 3 - Notice to Construction Trade Organizations and Contractors](#)

[Attachment 4 - Resolution with Exhibit A Listing 2019 Qualified Contractors List](#)

Summary: Each year, the City of Ukiah's Qualified Contractors List is updated to reflect current applications of contractors with approved State Licenses for various categories from the California State Department of Consumer Affairs Contractors State License Board. Council will review the updated list and staff recommendation to approve the list, which is used for sending out bid proposals for City projects throughout the year.

Background: As required by the informal bidding procedure of the City of Ukiah, City Code §1541-1542 (attachment #1) and Public Contracts Code §22036 (attachment #2 - partial), the City Clerk's office prepared and mailed a written notice on November 1, 2018, to construction trade organizations and journals (attachment #3) inviting all licensed contractors to submit information regarding their firm to the City for inclusion on the City's list of qualified contractors for the 2019 calendar year. This notice and application were also posted on the City's website. A contractor may be included throughout the year by either submitting a written notice to the City Clerk or by bidding on a City of Ukiah project. All contracting firms are verified through the California State

RECOMMENDED ACTION: Adopt the proposed resolution approving the Qualified Contractors List for 2019.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Procurement Manager

Approved: _____


Sage Sangiacomo, City Manager

Licensing Board for license validity.

All contractors who submitted their company information and construction classification designation, received by the Clerk's office as of January 4, 2019, together with those who bid on projects in 2018, have been included on the current updated list. The list is attached to the proposed resolution (attachment #4) as "Exhibit A". The proposed resolution ensures that staff has a competitive list of qualified contractors when soliciting bids for the City of Ukiah.

Discussion: Staff is recommending adoption of the proposed resolution approving the Qualified Contractors List for 2019. This list will be posted on the City's website and will be modified throughout the year as additional applications and bids are received.

UKIAH CITY CODE §1541-1542

§1541 MAINTENANCE OF CONTRACTORS' LIST

In November of each year, the City Clerk shall cause a written notice to be mailed to all construction trade journals designated in Public Contracts Code Section 22036, inviting all licensed contractors to submit the name of their firm to the City for inclusion on the City's list of qualified bidders for the following calendar year. The notice shall require that the contractor provide the name and address to which a Notice to Contractors or Proposal should be mailed a phone number at which the contractor may be reached, the type of work in which the contractor is interested and for which the contractor is currently licensed (i.e., electrical, painting, general building, etc.) together with the class of contractor's license or licenses held and the contractor's license number(s). (Ord. 892, §2, adopted 1989)

§1542 REVISION OF CONTRACTORS' LIST

On January 1 of each year the City Council may create a new Contractors' List by adding any contractor's name they so desire to the existing Contractors' List. At a minimum, the Contractors' List must include all contractors who have properly provided the City with the information required under Section 1541, during the calendar year in which the list is valid. The City Clerk shall also include on the Contractors' List the names of all contractors who have submitted a valid bid to the City during the preceding calendar year. A contractor may have his/her firm added to the City's Contractors' List at any time by providing the information required under Section 1541, to the City Clerk and by making a request in writing to the Clerk that the contractor's firm be added to the list. (Ord. 892, §2, adopted 1989)

Cost Accounting Policies and Procedures Manual



June 2018 Edition

California State Controller's Office

Procedure for Establishment and Maintenance of List of Registered Contractors

1.04 Procedure for Establishment and Maintenance of List of Registered Contractors Per Section 22034 of the Public Contract Code

Section 22034 of the Public Contract Code specifies the requirements for mailing, faxing, or emailing notices to contractors for work to be bid under the Act. As specified therein, an agency shall provide notices by electing a), b) or both methods listed as follows:

- a) In lieu of a contractors list, mailing, faxing, or emailing notices to all construction trade journals specified in section 22036
- b) Mailing, faxing, or emailing notices to all contractors on the list established by the agency for the work being paid
- c) Both (a) and (b) pursuant to section 22034(a)(1)

In the event an agency elects to provide notice by mailing, faxing, or emailing notices to all contractors on the list established by the agency for the work being bid, the agency shall utilize the following procedure to establish and maintain the list of registered contractors outlined in section 22034 (a)(1):

- a) Notice to contractors shall be provided in accordance with either paragraph (1) or (2), or both.
 - 1) The public agency shall maintain a list of qualified contractors, identified according to categories of work. Minimum criteria for development and maintenance of the contractors list shall be determined by the commission. All contractors on the list for the category of work being bid shall be mailed, faxed, or emailed a notice inviting informal bids unless the product or service is proprietary. All mailing of notices to contractors pursuant to this subdivision shall be completed not less than 10 calendar days before bids are due.
 - 2) The public agency may elect to mail, fax, or email a notice inviting informal bids to all construction trade journals specified in section 22036.
- b) The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.
- c) The governing body of the public agency may delegate the authority to award informal contracts to the public works director, general manager, purchasing agent, or other appropriate person.
- d) If all bids received are in excess of one hundred seventy-five thousand dollars (\$175,000), the governing body of the public agency may, by adoption of a resolution by a four-fifths vote, award the contract, at one hundred eighty-seven thousand five hundred dollars (\$187,500) or less, to the lowest responsible bidder, if it determines the cost estimate of the public agency was reasonable.

(Amended by Stats. 2015, Ch. 269, Sec. 29. Effective January 1, 2016.)

1.04.01 Minimum Criteria for Development and Maintenance of the Contractors List Determined by the Commission, pursuant to Public Contract Code section 22034(a)(1)

- 1. At least once per calendar year, each public agency that has elected to become subject to the Uniform Public Construction Cost Accounting Act and intends to utilize the notice provisions outlined in section 22034(a) shall establish a new list or update its existing list of qualified contractors by mailing, faxing, or emailing written notice to all construction trade journals

designated for that Agency under Section 22036. The notice shall invite all licensed contractors to submit the name of their firm to the Agency for inclusion on the Agency's list of qualified bidders.

2. The notice shall require that the contractor provide:

- The name and address to which a Notice to Contractors or Proposal should be mailed, faxed, or emailed;
- A phone number at which the contractor may be reached;
- The type of work in which the contractor is interested and currently licensed to do (earthwork, pipelines, electrical, painting, general building, etc.);
- The class of contractor's license(s) held; and
- The contractor license number(s).

3. Agencies may include any contractor names they so desire on the lists, but lists must include, at minimum, all contractors who have properly provided the Agencies with the information required under #2 above in response to the written notice.

The Commission recommends that Agencies automatically include in their contractors lists the names of all contractors who submitted one or more valid bids to the Agencies.

4. A contractor may have his or her firm added to an Agency's contractors list at any time by providing the required information.

1.05 County-by-County List of Construction Trade Journals

The Commission shall determine, on a county-by-county basis, the appropriate construction trade journals which shall receive mailed, faxed, or emailed notice of all informal and formal construction contracts being bid for work within the specified county per section 22036 of the Public Contract Code.

Per Public Contract Code section 22037, notices inviting formal bids must be published at least 14 calendar days before the date of opening the bids in a newspaper of general circulation, printed and published in the jurisdiction of the public agency. In addition, the Commission has determined that all public agencies that adopt and contract under the Act shall be required to mail, email, or fax a notice to the following specified construction trade publications of all formal construction contracts being bid and all invitations to join an agency's qualified bidders list (i.e. the informal bidding list) within the specified county (as provided in sections 22034 and 22037 of the Public Contract Code). The numbers following the name of each county refer to the corresponding numbered trade journals listed starting on page 14.

Users will note that the notification of the trade journals listed in Column B for their county is required. Additionally, the user will have to notify at least two of the trade journals listed in Column C, unless there is only one listed, in which case notification of that trade journal is sufficient. The Commission urges each public agency to select additional publications from its geographical area and include them on its list of publications to be notified. Sample information to be included in the mailed notice to trade journals is listed on page 13.

Note: Users are not required to mail a notice to a trade journal if the trade journal listed under their county is now charging for its services, or is out of business. Instead, the Commission requests that users find some other method of notifying potential contractors of published jobs and how to be added to their informal bidding lists (e.g. internet – county's web page).

CHAPTER 1 INFORMATION FOR ADOPTION AND IMPLEMENTATION OF THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

COUNTY NAME (A)	TRADE JOURNALS REQUIRED TO BE NOTIFIED (B)	NOTIFY TWO OF THE TRADE JOURNALS LISTED BELOW (C)
ALAMEDA	2, 3	8, 11, 14, 15, 16, 17, 18, 19
ALPINE	2, 3	11
AMADOR	2, 3	11, 13, 20
BUTTE	2, 3	5, 6, 11, 12
CALAVERAS	2, 3	11, 19, 20, 23
COLUSA	2, 3	5, 6, 11
CONTRA COSTA	2, 3	8, 11, 15, 16, 17, 19
DEL NORTE	2, 3	4, 5, 11
EL DORADO	2, 3	10, 11, 12, 13, 16
FRESNO	2, 3	11, 19, 21, 23, 24, 25
GLENN	2, 3	5, 6, 11, 12
HUMBOLDT	2, 3	4, 5, 11
IMPERIAL	2, 3	29, 31
INYO	2, 3	25
KERN	2, 3	21, 23, 24, 25, 26, 31
KINGS	2, 3	21, 23, 24, 25
LAKE	2, 3	4, 5, 7, 8, 11, 16
LASSEN	2, 3	5, 11, 12
LOS ANGELES	2, 3	8, 29, 31, 36
MADERA	2, 3	11, 19, 21, 23
MARIN	2, 3	7, 8
MARIPOSA	2, 3	11, 21, 23
MENDOCINO	2, 3	4, 7, 8, 11, 16
MERCED	2, 3	11, 19, 20, 21, 23
MODOC	2, 3	5, 11
MONO	2, 3	11
MONTEREY	2, 3	11, 18, 22, 26
NAPA	2, 3	7, 8, 9, 11, 16
NEVADA	2, 3	10, 11, 12, 13
ORANGE	2, 3	29, 31, 35
PLACER	2, 3	10, 11, 12, 13, 16
PLUMAS	2, 3	5, 6, 11, 12
RIVERSIDE	2, 3	29, 31, 35
SACRAMENTO	2, 3	5, 8, 10, 11, 12, 13, 16, 19
SAN BENITO	2, 3	11, 22
SAN BERNARDINO	2, 3	29, 31, 35
SAN DIEGO	2, 3	29, 31, 35
SAN FRANCISCO	2, 3	8, 11, 14, 15, 16, 17, 18
SAN JOAQUIN	2, 3	8, 11, 19, 20, 21, 23
SAN LUIS OBISPO	2, 3	22, 25, 26, 27, 31, 36, 37
SAN MATEO	2, 3	8, 14, 15, 17, 18
SANTA BARBARA	2, 3	26, 27, 28, 31, 36, 37
SANTA CLARA	2, 3	8, 11, 14, 15, 16, 17, 18

COUNTY NAME (A)	TRADE JOURNALS REQUIRED TO BE NOTIFIED (B)	NOTIFY TWO OF THE TRADE JOURNALS LISTED BELOW (C)
SANTA CRUZ	2, 3	18, 22
SHASTA	2, 3	4, 5, 11
SIERRA	2, 3	11, 12
SISKIYOU	2, 3	5, 11
SOLANO	2, 3	8, 9, 10, 11, 16, 19
SONOMA	2, 3	7, 8, 11, 16
STANISLAUS	2, 3	11, 19, 20, 21, 23
SUTTER	2, 3	6, 10, 11, 12
TEHAMA	2, 3	5, 11, 12
TRINITY	2, 3	4, 5, 11
TULARE	2, 3	23, 24, 25
TUOLUMNE	2, 3	11, 20, 23
VENTURA	2, 3	27, 31, 36, 37
YOLO	2, 3	8, 10, 11, 13
YUBA	2, 3	6, 10, 11, 12

1.06 Sample Information for Mailed Notice

Following provides the type of information that could be included in the mailed notice to the construction trade journals. This list should be used only as a guide.

- Project title and contract number, if any
- Cost range
- Site location
- Who is taking bids/date and time due
- Owner's address and phone number
- Architect's address and phone number
- Brief description of work to be done
- Where plans may be obtained/deposit required/whether or not refundable
- Percentage of bid bond/percentage of performance bond/percentage of payment bond

1.07 List of Construction Trade Journals

The following organizations have indicated to the Commission that they:

- Publish a newsletter or trade journal, on a weekly or more frequent basis, that contains a section listing projects being bid; or provide a telephone notice service to their members.
- Do not charge for publishing or otherwise disseminating a Notice to Contractors.

CHAPTER 1 INFORMATION FOR ADOPTION AND IMPLEMENTATION OF THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

These organizations have indicated to the Commission that they serve subscribers or members in the counties listed to the right of each organization.

Organizations that meet criteria (a) and (b) above may be added to the list, or changes or corrections can be made to the list by contacting:

Office of the State Controller
Local Government Programs and Services Division
Local Government Policy Section
P. O. Box 942850
Sacramento, CA 94250

ORGANIZATION		AREAS OF MEMBERS OR SUBSCRIBERS BY COUNTY
1	CMD (Construction Market Data) Document Processing Center 30 Technology Parkway South, Suite 100 Norcross, GA 30092-2912 Phone: 800-424-3996 Email: customercare@cmdgroup.com Website www.cmdgroup.com	California
2	Construction Bidboard (Ebidboard) 11622 El Camino Real, #100 San Diego, CA 92130 Phone: 800-479-5314 Email: support@ebidboard.com Website: www.ebidboard.com	California
3	Dodge Data & Analytics 830 Third Avenue, 6 th Floor New York, NY 10022 Phone: 877-784-9556 Email: support@construction.com Website: www.construction.com	California
4	Humboldt Builders' Exchange, Inc. 1213 5th Street Eureka, California 95501 Phone: 707-442-3708 Website: www.humbx.com	Del Norte, Humboldt, Lake, Mendocino, Shasta, and Trinity
5	Shasta Builders' Exchange 5800 Airport Road Redding, CA 96002 Phone: 530-221-5556 Email: info@shastabe.com Website: www.shastabe.com	Butte, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Modoc, Plumas, Sacramento, Shasta, Siskiyou, Tehama, and Trinity

CHAPTER 1 INFORMATION FOR ADOPTION AND IMPLEMENTATION OF THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

ORGANIZATION		AREAS OF MEMBERS OR SUBSCRIBERS BY COUNTY
6	Valley Contractors Exchange, Inc. 951 East Eighth Street Chico, CA 95928 Phone: 530-343-1981 Email: info@vceonline.com Website: www.vceonline.com	Butte, Colusa, Glenn, Plumas, Sutter, and Yuba
7	North Coast Builders Exchange 1030 Apollo Way Santa Rosa, CA 95407 Phone: 707-542-9502 Fax: 707-542-2027 Website: www.ncbeonline.com	Lake, Marin, Mendocino, Napa, and Sonoma
8	Marin Builders Association 660 Las Gallinas Avenue San Rafael, CA 94903 Phone: 415-462-1220 Fax: 415-462-1225 Email: mba@marinbuilders.org Website: www.marinba.org	Alameda, Contra Costa, Lake, Los Angeles, Marin, Mendocino, Napa, Sacramento, San Francisco, San Joaquin, San Mateo, Santa Clara, Solano, Sonoma, and Yolo
9	Solano-Napa Builders Exchange 135 Camino Dorado Napa, CA 94558 Phone: 707-255-2515 Fax: 707-255-2749 Email: membership@snbe.com Website: http://snbe.org	Napa and Solano
10	Sacramento Regional Builders' Exchange 1331 T Street Sacramento, CA 95811 Phone: 916-442-8991 Fax: 916-446-3117 Email: tbrennan@srbx.org Website: www.srbx.org	El Dorado, Nevada, Placer, Sacramento, Solano, Sutter, Yolo, and Yuba
11	Placer County Contractors Association & Builders Exchange 10656 Industrial Avenue, Suite 160 Roseville, CA 95678 Phone: 916-771-7229 Fax: 916-771-0556 Website: www.pccamembers.com	Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, Santa Clara,

ORGANIZATION		AREAS OF MEMBERS OR SUBSCRIBERS BY COUNTY
		Shasta, Sierra, Siskiyou, Stanislaus, Solano, Sonoma, Sutter, Tehama, Trinity, Tuolumne, Yolo, and Yuba
12	Nevada County Contractors' Association 149 Crown Point Court Grass Valley, CA 95945 Phone: 530-274-1919 Email: nccaexec@pacbell.net Website: www.nccabuildingpros.com	Butte, El Dorado, Glenn, Lassen, Nevada, Placer, Plumas, Sacramento, Sierra, Sutter, Tehama, and Yuba
13	El Dorado Builders' Exchange 3430 Robin Lane, Suite 7 Shingle Springs, CA 95682 Phone: 530-672-2955	Amador, El Dorado, Nevada, Placer, Sacramento, and Yolo
14	The San Francisco Builders Exchange 850 South Van Ness Avenue San Francisco, CA 94110-1911 Phone: 415-282-8220 Email: deanna@bxofsf.com Website: www.bxofsf.com	Alameda, San Francisco, San Mateo, and Santa Clara
15	Bay Area Builders Exchange 3055 Alvarado Street San Leandro, CA 94577 Phone: 510-483-8880 Email: info@bayareabx.com Website: www.bayareabx.com	Alameda, Contra Costa, San Francisco, San Mateo, and Santa Clara
16	Bay Area Builders Exchange 2440 Stanwell Drive, Suite B Concord, CA 94520 Phone: 925-685-8630 Website: www.bayareabx.com	Alameda, Contra Costa, El Dorado, Lake, Mendocino, Napa, Placer, Sacramento, San Francisco, Santa Clara, Solano, and Sonoma
17	Peninsula Builders Exchange 735 Industrial Road San Carlos, CA 94070 Phone: 650-591-4486 Website: www.safetystar.org/safetystar	Alameda, Contra Costa, San Francisco, San Mateo, and Santa Clara

CHAPTER 1 INFORMATION FOR ADOPTION AND IMPLEMENTATION OF THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

ORGANIZATION		AREAS OF MEMBERS OR SUBSCRIBERS BY COUNTY
18	Builders' Exchange of Santa Clara County 400 Reed Street Santa Clara, CA 95050 Phone: 408-727-4000 Fax: 408-727-2779 Website: www.bxscco.com	Alameda, Monterey, San Francisco, San Mateo, Santa Clara, and Santa Cruz
19	Builders' Exchange of Stockton 7500 West Lane Stockton, CA 95210 Phone: 209-478-1000 Email: crobinson@besonline.com Website: www.besonline.com	Alameda, Calaveras, Contra Costa, Fresno, Madera, Merced, Sacramento, San Joaquin, Solano, and Stanislaus
20	Valley Builders Exchange, Inc. 1118 Kansas Avenue Modesto, CA 95351 Phone: 209-522-9031 Email: info@valleybx.com Website: www.valleybx.com	Amador, Calaveras, Merced, San Joaquin, Stanislaus, and Tuolumne
21	Builders Exchange of Merced & Mariposa 646 CA-HWY 59 Merced, CA 95341 Phone: 209-722-3612 Website: www.bxmm.org	Fresno, Kern, Kings, Madera, Mariposa, Merced, San Joaquin, and Stanislaus
22	Central Coast Builders Association 242 East Romie Lane Salinas, CA 93907 Phone: 831-758-1624 Email: staff@ccbabuilds.com Website: www.ccbabuilds.com	Monterey, San Benito, San Luis Obispo, and Santa Cruz
23	Central California Builders Exchange 1244 N. Mariposa Street Fresno, CA 93703 Phone: 559-237-1831 Email: info@cencalbx.com Website: http://cencalbx.com/	Calaveras, Fresno, Kern, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tulare, and Tuolumne

ORGANIZATION		AREAS OF MEMBERS OR SUBSCRIBERS BY COUNTY
24	Tulare & Kings Counties Builders Exchange 1223 S. Lovers Lane Visalia, CA 93292 Phone: 559-732-4568 Email: info@tkcbe.com Website: www.tkcbe.com	Fresno, Kern, Kings, and Tulare
25	Kern County Builders' Exchange, Inc. 4310 Ardmore Avenue, Ste. 100 Bakersfield, CA 93309 Phone: 661-324-4921 Website: www.kcbex.com	Kern
26	San Luis Obispo County Builders Exchange 153 Cross Street, #130 San Luis Obispo, CA 93401 Phone: 805-543-7330 Email: info@slocbe.com Website: www.slocbe.com	Kern, Monterey, San Luis Obispo, and Santa Barbara
28	Ventura County Contractors Association 1830 Lockwood Street, No. 110 Oxnard, CA 93036 Phone: 805-981-8088 Email: vcca@vccainc.com Website: www.vccainc.com	Santa Barbara and Ventura
29	Southern California Builders Association 732 N. Diamond Bar Blvd. #224 Diamond Bar, CA 91765 Phone: 909-396-1451 Email: scba@socalbuilders.org Website: www.socalbuilders.org	Imperial, Los Angeles, Orange, Riverside, San Bernardino, and San Diego
30	Construction Data Company 2001 9 th Avenue, 2 nd Floor Vero Beach, FL 32960 Phone: 800-800-652-0008 Email: service@cdcnews.com Website: www.cdcnews.com/	Southern California-Imperial, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura
31	BidAmerica 41085 Elm Street Murrieta, CA 92562 Phone: 951-677-4819 Email: support@bidamerica.com	Imperial, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura

CHAPTER 1 INFORMATION FOR ADOPTION AND IMPLEMENTATION OF THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

ORGANIZATION		AREAS OF MEMBERS OR SUBSCRIBERS BY COUNTY
	Website: www.bidamerica.com	
32	Construction Bid Source Interactive 6265 HWY 9 Felton, CA 95018 Phone: 888-786-9450 Website: www.constructionbidsource.com	California
33	Demandstar – Onvia Supplier Services 509 Olive Way, Suite 400 Seattle, WA 98101 Phone: 800-575-1736 Website: www.demandstar.com or Website: www.onvia.com	California
34	Challenge News 1276 Lincoln Avenue, Suite 203 San Jose, CA 95125 Phone: 408-998-2534 Email: challengenews@yahoo.com	California
35	Associated General Contractors of America San Diego Chapter, Inc. 6212 Ferris Square San Diego, CA 92121 Phone: 858-558-7444 Email: planroom@agcsd.org Website: www.agcsd.org	Orange, Riverside, San Bernardino, and San Diego
36	Builders Notebook P.O. Box 4883 Santa Barbara, CA 93140 Phone: 877-776-5436 Email: planroom@buildersnotebook.com Website: www.buildersnotebook.com	Los Angeles, San Luis Obispo, Santa Barbara, and Ventura
37	Tri-Co Reprographics 513 Laguna Street Santa Barbara, CA 93101 Phone: 805-966-1701 Email: sbplots@tricoblue.com Website: www.tricoblue.com	Santa Barbara, Ventura, and San Luis Obispo

PUBLIC NOTICE

DATE: November 1, 2018
FOR RELEASE: Immediately
SUBJECT: Application for Qualified Contractors List
CONTACT: Kristine Lawler, City Clerk
(707) 463-6217

All Licensed Contractors who wish to be included on the City of Ukiah's list of qualified bidders for the year 2019, should submit the name and address to which Notice of Bids or Proposals should be mailed, a phone number at which the contractor may be reached, the type of work in which the contractor is interested and for which the contractor is currently licensed (e.g. earthwork, pipelines, electrical, painting, general building, etc.) together with the class of contractor's license or licenses held, and the contractor's license number(s) (*NOTE – Insurance forms are not necessary at this time.*)

A Qualified Contractors List application form and insurance requirements may be obtained from the City Clerk or downloaded from the City of Ukiah's website: <http://www.cityofukiah.com/qualified-contractors/>.

Completed forms should be submitted to:

City of Ukiah
ATTN: CITY CLERK
300 Seminary Avenue
Ukiah, CA 95482

OR:
Fax to: (707) 463-6204

OR
Email: klawler@cityofukiah.com



**APPLICATION FOR QUALIFIED CONTRACTOR'S LIST
PER PUBLIC CONTRACTS CODE § 22032**

Full Name				Date	
Address					
Phone Number	()	Fax Number	()		
Email	@				
Name of Business					
Address (if different from above)					
Phone Number	()	Fax Number	()		
Email	@				
State of California Contractor's License Number			Expiration Date		
Classifications					
Insurance Provider (agent)					

The City of Ukiah requires that contractor(s) shall procure and maintain for the **duration of any contract** with the City of Ukiah insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work required.

Insurance forms and specific requirements are attached for your reference; please check with your agent to ensure your policy meets our requirements. These documents are not required until the contract is approved.

Mail, Fax, or Email completed form to: CITY OF UKIAH
Attn: City Clerk
300 Seminary Avenue
Ukiah, CA 95482
FAX: 707-463-6204
klawler@cityofukiah.com



INSURANCE REQUIREMENTS FOR CONTRACTORS (with Construction Risks)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial **General Liability coverage** (Form No. CG 20 10 10 01 and Commercial General Liability – Completed Operations Form No. CG 20 37 10 01).
- B. Insurance Services Office form number CA 0001 (Ed. 1/87) covering **Automobile Liability**, code 1 (any auto).
- C. **Workers' Compensation** insurance as required by the State of California and Employer's Liability Insurance.
- D. **Course of Construction** insurance covering for “all risks” of loss.

II. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. General Liability: \$1,000,000* per occurrence for bodily injury, personal injury and property damage **including operations, products and completed operations**. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Insurance must be written on an occurrence basis.
- B. Automobile Liability: \$1,000,000* per accident for bodily injury and property damage. Insurance must be written on an occurrence basis.
- C. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- D. Course of Construction: Completed value of the project with no co-insurance penalty provisions.

***Dependent upon project scope, a higher or additional coverage may be required.**

III. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees and volunteers; or the Contractor to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses; or to approve the deductible without a guarantee.

IV. REQUIRED Insurance Provisions

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

- A. The City, its officers, officials, employees, and volunteers are to be covered as ADDITIONAL INSURED with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment, furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

- B. The **workers' compensation policy is to be endorsed with a waiver of subrogation**. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City. NOTE: You cannot be added as an additional insured on as workers' compensation policy.
- C. For any claims related to this project, the Contractor's insurance coverage shall be **primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- D. Each insurance policy required by this clause shall be endorsed to state that coverage shall **not be canceled** by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- E. **Note: (This protects the Contractor)** –Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of Civil Code.
- F. **Course of construction policies shall contain the following provisions:**
- 1) The City shall be named as **loss payee**.
 - 2) The insurer shall **waive all rights of subrogation** against the City.

VI. **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**

Contractor shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be **on forms provided by the City**. If endorsements are on forms other than the City's forms, those endorsements 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.

VIII. **Subcontractors**

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

If you have questions regarding our insurance requirements contact:

Risk Manager
707) 463-62844

FAX (707) 463-6204

Revised: 10/16/18

RESOLUTION NO. 2019 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROVING QUALIFIED CONTRACTORS LIST FOR 2018 CALENDAR YEAR

WHEREAS, under Ukiah City Code (UCC) sections §1541 - 1542, the City Clerk must request licensed contractors who are qualified to perform public work under contract with the City of Ukiah to submit their names, addresses, phone numbers, type of work in which they are interested, and license number; and

WHEREAS, the City Council is required to adopt a list of qualified contractors, identified according to categories of work; and

WHEREAS, the City Clerk has published the notice as required in UCC Section §1541 and compiled a list of qualified contractors based on information submitted in response to said notice and included all contractors who have submitted valid bids to the City during the preceding calendar year; and

WHEREAS, the City Council finds and determines that the list as compiled complies with the requirements of the City Code and Public Contracts Code Section §22034(a) and shall constitute the City of Ukiah Contractors List for use in providing notice under the informal bidding procedure authorized in UCC Section §1543.

NOW, THEREFORE, BE IT RESOLVED, that the list attached to this resolution as "Exhibit A" is an alphabetical list of the expanded Contractors List which is sorted by class for the City of Ukiah for the calendar year 2019.

PASSED AND ADOPTED this 16th day of January, 2019, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk

CITY OF UKIAH'S LIST OF QUALIFIED CONTRACTORS 2019

Company	Address 1	City	State	Class	State License Expiration	State License No.
Class A - General Engineering						
Alten Construction, Inc.	1141 Marina Way South	Richmond	CA	A - General Engineering	6/30/2020	705713
American Asphalt	P O BOX 3367	Hayward	CA	A - General Engineering	5/31/2019	439591
American Pavement Systems Inc	1012 11th Street Ste. 1000	Modesto	CA	A - General Engineering	2/29/2020	943792
Argonaut Constructors	P O Box 639	Santa Rosa	CA	A - General Engineering	12/31/2019	171432
Arntz Builders, Inc.	431 Payran Street	Petaluma	CA	A - General Engineering	3/31/2019	856393
Bartley Pump, Inc.	4000 South Moorland Avenue	Santa Rosa	CA	A - General Engineering	12/31/2019	200068
Beacom Construction Company	P O BOX 457	Fortuna	CA	A - General Engineering	11/30/2020	168923
Bell Products, Inc.	P O BOX 396	Napa	CA	A - General Engineering	6/30/2020	171534
Blocka Construction, Inc.	4455 Enterprise Street	Fremont	CA	A - General Engineering	10/31/2019	679326
Bowen Engineering and Environmental	4664 S. Cedar Avenue	Fresno	CA	A - General Engineering	10/31/2020	656741
C.V. Larsen Co.	1846 Ludwig Avenue	Santa Rosa	CA	A - General Engineering	5/31/2020	646209
CAL, Inc.	2040 Peabody Rd.	Vacaville	CA	A - General Engineering	10/31/2020	657754
California Pavement and Maintenance Company, Inc.	9390 Elder Creek Road	Sacramento	CA	A - General Engineering	4/30/2019	374514
Coleman Environmental Engineering, Inc.	P O BOX 1020	Upper Lake	CA	A - General Engineering	6/30/2020	764005
Commercial Pump & Mechanical	P O BOX 7947	Chico	CA	A - General Engineering	3/31/2019	921066
Cushman Contracting Corporation	P O BOX 147	Goleta	CA	A - General Engineering	6/30/2020	689962
CWS Construction Group, Inc.	94 San Benito Way	Novato	CA	A - General Engineering	4/30/2019	811153
Dunton Construction Company, Inc.	19802 Ox Yoke Road	Anderson	CA	A - General Engineering	3/31/2019	561887
Empire Earthworks LLC	2280 Hwy 116	Sebastopol	CA	A - General Engineering	3/31/2020	1011615
FD Thomas, Inc.	217 Bateman Drive	Central Point	OR	A - General Engineering	1/31/2019	610403
Ferranti Construction, Inc.	P O BOX 259	Redwood Valley	CA	A - General Engineering	3/31/2019	385543
Fieldstone Construction Company	5915 Faught Road	Santa Rosa	CA	A - General Engineering	5/31/2019	983863
Fort Bragg Electric, Inc.	P O BOX 1878	Fort Bragg	CA	A - General Engineering	7/31/2020	391464
G.D. Nielson Construction, Inc.	147 Camino Oruga	Napa	CA	A - General Engineering	9/30/2020	648601
G Seven	19751 Mono Way	Sonora	CA	A - General Engineering	6/30/2019	962744
G S E Construction Company, Inc.	6950 Preston Avenue	Livermore	CA	A - General Engineering	3/31/2019	401498
Ghilotti Construction	246 Ghilotti Avenue	Santa Rosa	CA	A - General Engineering	5/31/2020	644515
Granite Construction Company	1324 S. State Street	Ukiah	CA	A - General Engineering	5/31/2019	89
Green Right O'Way Constructors, Inc.	P O BOX 1119	Willits	CA	A - General Engineering	10/31/2019	741568
Gregg Simpson Trucking	11 Highland Ct	Ukiah	CA	A - General Engineering	9/30/2019	650339
Gregory Equipment, Inc.	13279 Five GS Lane	Redding	CA	A - General Engineering	5/31/2019	896621
Hanford Applied Resporation & Conservation	765 Baywood Drive, Ste. 237	Petaluma	CA	A - General Engineering	2/29/2020	461167
Intermountain Slurry Seal, Inc.	585 West Beach Street	Watsonville	CA	A - General Engineering	1/31/2020	462443
MBC Contruction Co, Inc.	3342 N. State Street	Ukiah	CA	A - General Engineering	4/30/2020	945554
MBS Engineering, Inc.	12893 Alcosta Blvd., Ste K	San Ramon	CA	A - General Engineering	2/29/2020	990872
Mendocino Construction Services, Inc.	P O BOX 1517	Willits	CA	A - General Engineering	7/31/2019	443396
Mercer-Fraser Company	P O BOX 1006	Eureka	CA	A - General Engineering	1/31/2019	105709
Meyer General Engineering Construction	701 Spanish Canyon Road	Ukiah	CA	A - General Engineering	4/30/2019	712845
Mountain Cascade Inc.	555 Exchange Court	Livermore	CA	A - General Engineering	5/31/2020	422496
Neary Landscape	P O BOX 249	Cotati	CA	A - General Engineering	10/31/2020	814207
Northern Pacific Corporation	870 Napa Valley Corporate Way, Ste R	Napa	CA	A - General Engineering	10/31/2020	886022
Northwest Construction, Inc.	9011 Colony Drive	Redwood Valley	CA	A - General Engineering	10/31/2019	865329
Northwest Paving, Inc.	8115 Secluded Valley Drive	Redding	CA	A - General Engineering	2/28/2019	822126
Pacific Earthscape (aka Ford Logging, Inc.)	1225 Central Ave. #11	McKinleyville	CA	A - General Engineering	4/30/2019	793279
Pacific Underground Services	3881 Martha Drive	Martinez	CA	A - General Engineering	5/31/2020	722684
Pavement Coatings Co.	10240 San Sevaine Way	Jurupa Valley	CA	A - General Engineering	9/30/2020	303609
Pierson Company	1200 W. Harris St.	Eureka	CA	A - General Engineering	3/31/2020	265024
RAO Construction Co, Inc.	P O BOX 28	Cutten	CA	A - General Engineering	2/29/2020	335066
R & C Construction	P.O. Box 913	Middletown	CA	A - General Engineering	1/31/2020	585254

CITY OF UKIAH'S LIST OF QUALIFIED CONTRACTORS 2019

Company	Address 1	City	State	Class	State License Expiration	State License No.
Roberts Mechanical & Electrical, Inc.	355 Kunzler Ranch Road, Ste. E	Ukiah	CA	A - General Engineering	2/28/2019	556014
Schreder & Brandt MFG, Inc.	275 Fairchild Avenue	Chico	CA	A - General Engineering	10/31/2019	748129
Sierra Nevada Construction Inc.	P O BOX 50760	Sparks	NV	A - General Engineering	5/31/2020	593393
Siri Grading & Paving, Inc.	P O BOX 3638	Santa Rosa	CA	A - General Engineering	1/31/2020	325681
Steelhead Constructors, Inc.	P O BOX 997	Palo Cedro	CA	A - General Engineering	11/30/2020	729880
Team Ghilotti, Inc.	2531 Petaluma Blvd., So.	Petaluma	CA	A - General Engineering	4/30/2019	895384
Telfer Pavement Technologies LLC	P O BOX 709	Martinez	CA	A - General Engineering	7/31/2019	1005314
Telstar Instruments	4017 Vista Park Court	Sacramento	CA	A - General Engineering	5/31/2020	422364
Tennyson Electric, Inc.	7275 National Drive Suite A-2	Livermore	CA	A - General Engineering	1/31/2020	717998
TerraCon Constructors, Inc.	P O BOX 276	Healdsburg	CA	A - General Engineering	11/30/2019	562511
Valley Paving	P O BOX 559; 2601 Road E	Redwood Valley	CA	A - General Engineering	7/31/2019	674411
VSS International Inc.	P O BOX 981330	West Sacramento	CA	A - General Engineering	3/31/2019	293727
Wahlund Construction, Inc.	830 Hilma Drive	Eureka	CA	A - General Engineering	9/30/2020	678993
Western Water Constructors, Inc.	707 Aviation Boulevard	Santa Rosa	CA	A - General Engineering	4/30/2020	188068
Wipf Construction	P O BOX 234	Ukiah	CA	A - General Engineering	11/30/2019	629598
Wylatti Resource Management, Inc.	P O BOX 575 Cemetary Lane	Covelo	CA	A - General Engineering	6/30/2019	934597
Class ASB - Asbestos Removal Certification						
Bowen Engineering and Environmental	4664 S. Cedar Avenue	Fresno	CA	ASB - Asbestos Removal Certification	10/31/2020	656741
CAL, Inc.	2040 Peabody Rd.	Vacaville	CA	ASB - Asbestos Removal Certification	10/31/2020	657754
Pierson Company	1200 W. Harris St.	Eureka	CA	ASB - Asbestos Removal Certification	3/31/2020	265024
Wahlund Construction, Inc.	830 Hilma Drive	Eureka	CA	ASB - Asbestos Removal Certification	9/30/2020	678993
Class B - General Building						
A.E. Nelson Construction	642 Martin Ave., Ste A	Rohnert Park	CA	B - General Building	9/30/2020	364212
Alten Construction, Inc.	1141 Marina Way South	Richmond	CA	B - General Building	6/30/2020	705713
Apperson Energy Management	P O BOX 366	Redwood Valley	CA	B - General Building	11/30/2020	431271
Argonaut Constructors	P O Box 639	Santa Rosa	CA	B - General Building	12/31/2019	171432
Arntz Builders, Inc.	431 Payran Street	Petaluma	CA	B - General Building	3/31/2019	856393
Bay Cities Fire Protection	51 Foley Street	Santa Rosa	CA	B - General Building	9/30/2020	731222
Beacom Construction Company	P O BOX 457	Fortuna	CA	B - General Building	11/30/2020	168923
Bell Products, Inc.	P O BOX 396	Napa	CA	B - General Building	6/30/2020	171534
Blocka Construction, Inc.	4455 Enterprise Street	Fremont	CA	B - General Building	10/31/2019	679326
Busch Construction & Electric	266 Terra Verde Court	Redwood Valley	CA	B - General Building	5/31/2019	404336
CWS Construction Group, Inc.	94 San Benito Way	Novato	CA	B - General Building	4/30/2019	811153
CAL, Inc.	2040 Peabody Rd.	Vacaville	CA	B - General Building	10/31/2020	657754
Carr's Construction Service, Inc.	3165 Calistoga Rd.	Santa Rosa	CA	B - General Building	3/31/2020	556444
Codding Construction Co.	P O BOX 5800	Santa Rosa	CA	B - General Building	9/30/2019	203301
Color New Co.	23645 Marylee Street	Woodland Hills	CA	B - General Building	4/30/2019	818650
Cupples & Sons Construction, Inc.	221 Olive Ln., #G	Ukiah	CA	B - General Building	4/30/2020	806992
Cushman Contracting Corporation	P O BOX 147	Goleta	CA	B - General Building	6/30/2020	689962
FD Thomas, Inc.	217 Bateman Drive	Central Point	OR	B - General Building	1/31/2019	610403
Ferranti Construction, Inc.	P O BOX 259	Redwood Valley	CA	B - General Building	3/31/2019	385543
Fieldstone Construction Company	5915 Paught Road	Santa Rosa	CA	B - General Building	5/31/2019	983863
First Pick Builders, Inc.	P O BOX 308 / 2480 South Main Street	Lakeport	CA	B - General Building	11/30/2019	967916
Fort Bragg Electric, Inc.	P O BOX 1878	Fort Bragg	CA	B - General Building	7/31/2020	391464
FRC, Inc.	9680 Old Redwood Hwy	Windsor	CA	B - General Building	4/30/2020	715667
G S E Construction Company, Inc.	6950 Preston Avenue	Livermore	CA	B - General Building	3/31/2019	401498
GCCI, Inc.	P O BOX 11039	Santa Rosa	CA	B - General Building	11/30/2020	729437
Granite Construction Company	1324 S. State Street	Ukiah	CA	B - General Building	5/31/2019	89
Gregory Equipment, Inc.	13279 Five GS Lane	Redding	CA	B - General Building	5/31/2019	896621
H.L. Weaver	P O BOX 937	Ukiah	CA	B - General Building	7/31/2019	476225

CITY OF UKIAH'S LIST OF QUALIFIED CONTRACTORS 2019

Company	Address 1	City	State	Class	State License Expiration	State License No.
JB Jordan & Associates	P O BOX 3629	Eureka	CA	B - General Building	12/31/2018	955247
JPB Designs, Inc.	6021 Keats Cir.	Orangevale	CA	B - General Building	10/31/2020	997483
Menton Builders, Inc.	P O BOX 871	Ukiah	CA	B - General Building	8/31/2019	381334
Midstate Construction Corporation	1180 Holm Road	Petaluma	CA	B - General Building	7/31/2019	89455
Nor-Cal Pump & Well Drilling, Inc.	1325 Barry Road	Yuba City	CA	B - General Building	1/31/2020	908591
Northern Pacific Corporation	870 Napa Valley Corporate Way, Ste R	Napa	CA	B - General Building	10/31/2020	886022
Pacific Contractors Group, Inc.	19025 Parthenia Street, Unit 122	Northridge	CA	B - General Building	1/31/2019	927973
Pain Construction, Inc.	7212 8th St.	Rio Linda	CA	B - General Building	7/31/2020	#####
Pierson Company	1200 W. Harris St.	Eureka	CA	B - General Building	3/31/2020	265024
Polychrome Construction, Inc.	8908 Balboa Blvd.	Northridge	CA	B - General Building	6/30/2020	993826
Qualcon Glazing Inc.	P O BOX 566	Fort Bragg	CA	B - General Building	10/31/2019	938846
RAO Construction Co, Inc.	P O BOX 28	Cutten	CA	B - General Building	2/29/2020	335066
R & C Construction	P.O. Box 913	Middletown	CA	B - General Building	1/31/2020	585254
Sack Concrete Construction	1150 Hasting Road	Ukiah	CA	B - General Building	8/31/2019	625555
Schreder & Brandt MFG, Inc.	275 Fairchild Avenue	Chico	CA	B - General Building	10/31/2019	748129
Swithenbank Construction, Inc.	P O BOX 1660	Fort Bragg	CA	B - General Building	11/30/2019	940219
Telstar Instruments	4017 Vista Park Court	Sacramento	CA	B - General Building	5/31/2020	422364
TerraCon Constructors, Inc.	P O BOX 276	Healdsburg	CA	B - General Building	11/30/2019	562511
Ukiah Construction	2000 Industry Road	Ukiah	CA	B - General Building	4/30/2020	373322
Ukiah Electric	2000 Industry Road	Ukiah	CA	B - General Building	4/30/2020	713241
Valley Paving	P O BOX 559; 2601 Road E	Redwood Valley	CA	B - General Building	7/31/2019	674411
VSS International Inc.	P O BOX 981330	West Sacramento	CA	B - General Building	3/31/2019	293727
Wahlund Construction, Inc.	830 Hilma Drive	Eureka	CA	B - General Building	9/30/2020	678993
Wedge Roofing, Inc.	5 Casa Grande Road	Petaluma	CA	B - General Building	1/31/2020	416737
Wright Contracting LLC	P.O. Box 1270	Santa Rosa	CA	B - General Building	4/30/2019	1025609
Building Exchanges						
Bay Area Builders Exchange	2440 Stanwell Drive, Suite B	Concord	CA	Building Exchanges		
Builders Exchange of Stockton	7500 West Lane	Stockton	CA	Building Exchanges		
Construction BidBoard, Inc.	11622 El Camino Real, Ste 100	San Diego	CA	Building Exchanges		
Dodge Data & Analytics	830 Third Avenue, 6th Floor	New York	NY	Building Exchanges		
Humboldt Builders Exchange	1213 5th Street	Eureka	CA	Building Exchanges		
Marin Builders Association	660 Las Gallinas Avenue	San Rafael	CA	Building Exchanges		
North Coast Builders Exchange	1030 Apollo Way	Santa Rosa	CA	Building Exchanges		
Placer County Contractors Association, Inc.	10656 Industrial Ave., Suite 160	Roseville	CA	Building Exchanges		
Sacramento Regional Builders Exchange	1331 T Street	Sacramento	CA	Building Exchanges		
The San Francisco Builders Exchange	850 South Van Ness Avenue	San Francisco	CA	Building Exchanges		
Shasta Builders Exchange	5800 Airport Road	Redding	CA	Building Exchanges		
Solano-Napa Builders Exchange	135 Camino Dorado	Napa	CA	Building Exchanges		
Valley Contractors Exchange	951 E. Eighth Street	Chico	CA	Building Exchanges		
Class C-2 Insulation & Acoustical						
Apperson Energy Management	P O BOX 366	Redwood Valley	CA	C-02 Insulation & Acoustical	11/30/2020	431271
Granite Construction Company	1324 S. State Street	Ukiah	CA	C-02 Insulation & Acoustical	5/31/2019	89
Ukiah Construction	2000 Industry Road	Ukiah	CA	C-02 Insulation & Acoustical	4/30/2020	373322
Wedge Roofing Inc.	5 Casa Grande Road	Petaluma	CA	C-02 Insulation & Acoustical	1/31/2020	416737
Class C-4 Boiler, Hot Water Heating & Steam Fitting						
Bell Products, Inc.	P O BOX 396	Napa	CA	C-04 Boiler, Hot Water Heating & Steam Fitting	6/30/2020	171534
Intercounty Mechanical & Electrical, Inc.	189 Wabash Avenue	Ukiah	CA	C-04 Boiler, Hot Water Heating & Steam Fitting	12/31/2020	926337

CITY OF UKIAH'S LIST OF QUALIFIED CONTRACTORS 2019

Company	Address 1	City	State	Class	State License Expiration	State License No.
Roberts Mechanical & Electrical, Inc.	355 Kunzler Ranch Road, Ste. E	Ukiah	CA	C-04 Boiler, Hot Water Heating & Steam Fitting	2/28/2019	556014
Class C-5 Carpentry						
Pierson Company	1200 W. Harris St.	Eureka	CA	C-05 Carpentry	3/31/2020	265024
Class C-6 Cabinet & Mill Work						
Beacom Construction Company	P O BOX 457	Fortuna	CA	C-06 Cabinet & Mill Work	11/30/2020	168923
Class C-7 Low Voltage Communication & Wiring Systems						
Alessandro Electric, Inc.	4009 Vista Park Court	Sacramento	CA	C-07 Low Voltage Communication & Wiring Systems	8/31/2019	867775
Crusader Fence Company, Inc.	3115 Gold Valley Drive	Rancho Cordova	CA	C-07 Low Voltage Communication & Wiring Systems	8/31/2020	726527
Gaynor Telesystems, Inc.	9650 Tanqueray Ct.	Redding	CA	C-07 Low Voltage Communication & Wiring Systems	8/31/2019	339907
Integrated Security Controls, Inc.	789 Lombardi Court Suite 204	Santa Rosa	CA	C-07 Low Voltage Communication & Wiring Systems	1/31/2020	968432
KS Telecom, Inc.	P.O. Box 330	Penryn	CA	C-07 Low Voltage Communication & Wiring Systems	2/28/2019	790922
PCD	1032 Maxwell Drive	Santa Rosa	CA	C-07 Low Voltage Communication & Wiring Systems	4/30/2020	527657
Telecom Services Co.	710 South State Street Suite D	Ukiah	CA	C-07 Low Voltage Communication & Wiring Systems	1/31/2020	802970
Telstar Instruments	4017 Vista Park Court	Sacramento	CA	C-07 Low Voltage Communication & Wiring Systems	5/31/2020	422364
Tennyson Electric, Inc.	7275 National Drive Suite A-2	Livermore	CA	C-07 Low Voltage Communication & Wiring Systems	1/31/2020	717998
Tri Path Technology Group	3075 Cohasset Rd., Ste 1	Chico	CA	C-07 Low Voltage Communication & Wiring Systems	7/31/2020	1016628
True Telecom and Surveillance	3040 Bechelli Lane	Redding	CA	C-07 Low Voltage Communication & Wiring Systems	4/30/2019	959595
World Telecom & Surveillance, Inc.	1819 Keystone Court	Redding	CA	C-07 Low Voltage Communication & Wiring Systems	6/30/2020	793485
Class C-8 Concrete						
Ferranti Construction, Inc.	P O BOX 259	Redwood Valley	CA	C-08 Concrete	3/31/2019	385543
Ghilotti Construction	246 Ghilotti Avenue	Santa Rosa	CA	C-08 Concrete	5/31/2020	644515
Granite Construction Company	1324 S. State Street	Ukiah	CA	C-08 Concrete	5/31/2019	89
Pierson Company	1200 W. Harris St.	Eureka	CA	C-08 Concrete	3/31/2020	265024
RAO Construction Co, Inc.	P O BOX 28	Cutten	CA	C-08 Concrete	2/29/2020	335066
Sack Concrete Construction	1150 Hasting Road	Ukiah	CA	C-08 Concrete	8/31/2019	625555
Class C-9 Drywall						
F C Bickert Company, Inc.	1315 Vista Way	Red Bluff	CA	C-09 Drywall	1/31/2019	531785
Pacific Drywall	P O BOX 503	Redwood Valley	CA	C-09 Drywall	2/29/2020	911180
Class C-10 General Electrical						
AK Mechanical Inc.	1040 Paso Diablo Ct.	Placerville	CA	C10 General Electrical	5/31/2019	973241
Alessandro Electric, Inc.	4009 Vista Park Court	Sacramento	CA	C10 General Electrical	8/31/2019	867775
Bartley Pump, Inc.	4000 South Moorland Avenue	Santa Rosa	CA	C10 General Electrical	12/31/2019	200068
Blocka Construction, Inc.	4455 Enterprise Street	Fremont	CA	C10 General Electrical	10/31/2019	679326
Bowen Engineering and Environmental	4664 S. Cedar Avenue	Fresno	CA	C10 General Electrical	10/31/2020	656741
Busch Construction & Electric	266 Terra Verde Court	Redwood Valley	CA	C10 General Electrical	5/31/2019	404336
Coastal Mountain Electric	P.O. Box 678	Lower Lake	CA	C10 General Electrical	3/31/2019	507105
Empire Earthworks LLC	2280 Hwy 116	Sebastopol	CA	C10 General Electrical	3/31/2020	1011615
Fort Bragg Electric, Inc.	P O BOX 1878	Fort Bragg	CA	C10 General Electrical	7/31/2020	391464
G.D. Nielson Construction, Inc.	147 Camino Oruga	Napa	CA	C10 General Electrical	9/30/2020	648601
Granite Construction Company	1324 S. State Street	Ukiah	CA	C10 General Electrical	5/31/2019	89
Integrated Security Controls, Inc.	789 Lombardi Court Suite 204	Santa Rosa	CA	C10 General Electrical	1/31/2020	968432
Intercounty Mechanical & Electrical, Inc.	189 Wabash Avenue	Ukiah	CA	C10 General Electrical	12/31/2020	926337
KS Telecom, Inc.	P.O. Box 330	Penryn	CA	C10 General Electrical	2/28/2019	790922
Lawrence Electric, Inc.	3720 Christy Lane	Ukiah	CA	C10 General Electrical	2/29/2020	715591
Mike Brown Electric Company	561-A Mercantile Drive	Cotati	CA	C10 General Electrical	4/30/2020	306767
Northern Electric, Inc.	3190 Regional Parkway	Santa Rosa	CA	C10 General Electrical	3/31/2019	437655
On Time Services Co.	3100 Dutton Avenue #126	Santa Rosa	CA	C10 General Electrical	10/31/2020	978117
PCD	1032 Maxwell Drive	Santa Rosa	CA	C10 General Electrical	4/30/2020	527657

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Company	Address 1	City	State	Class	State License Expiration	State License No.
Robert Colburn Electric, Inc.	P O BOX 3667	Eureka	CA	C10 General Electrical	6/30/2020	750471
Roberts Mechanical & Electrical, Inc.	355 Kunzler Ranch Road, Ste. E	Ukiah	CA	C10 General Electrical	2/28/2019	556014
Spencer Electric	P O BOX 42	Cutten	CA	C10 General Electrical	6/30/2020	917603
SPX Transformer Solutions	400 S. Prairie Avenue	Waukesha	WI	C10 General Electrical	5/31/2020	839522
Telstar Instruments	4017 Vista Park Court	Sacramento	CA	C10 General Electrical	5/31/2020	422364
Tennyson Electric, Inc.	7275 National Drive Suite A-2	Livermore	CA	C10 General Electrical	1/31/2020	717998
Ukiah Construction	2000 Industry Road	Ukiah	CA	C10 General Electrical	4/30/2020	373322
Ukiah Electric	2000 Industry Road	Ukiah	CA	C10 General Electrical	4/30/2020	713241
Western Water Constructors, Inc.	707 Aviation Boulevard	Santa Rosa	CA	C10 General Electrical	4/30/2020	188068
Class C-11 Elevator Installation						
EnPro Elevator Inc.	11312 Sunco Drive	Rancho Cordova	CA	C11 Elevator Installation	8/31/2020	1043744
Class C-12 Earthwork & Paving						
California Pavement and Maintenance Company, Inc.	9390 Elder Creek Road	Sacramento	CA	C12 Earthwork & Paving	4/30/2019	374514
Pacific Earthscape (aka Ford Logging, Inc.)	1225 Central Ave. #11	McKinleyville	CA	C12 Earthwork & Paving	4/30/2019	793279
Ghilotti Construction	246 Ghilotti Avenue	Santa Rosa	CA	C12 Earthwork & Paving	5/31/2020	644515
Granite Construction Company	1324 S. State Street	Ukiah	CA	C12 Earthwork & Paving	5/31/2019	89
Mike Brown Electric Company	561-A Mercantile Drive	Cotati	CA	C12 Earthwork & Paving	4/30/2020	306767
VSS International Inc.	P O BOX 981330	West Sacramento	CA	C12 Earthwork & Paving	3/31/2019	293727
Class C-13 Fencing						
Crusader Fence Company, Inc.	3115 Gold Valley Drive	Rancho Cordova	CA	C13 Fencing	8/31/2020	726527
CAL, Inc.	2040 Peabody Rd.	Vacaville	CA	C13 Fencing	10/31/2020	657754
Class C-15 Flooring & Floor Covering						
Conklin Bros of Santa Rosa, Inc.	3780 Santa Rosa Ave.	Santa Rosa	CA	C15 Flooring & Floor Covering	7/31/2020	248359
JB Jordan & Associates	P O BOX 3629	Eureka	CA	C15 Flooring & Floor Covering	12/31/2018	955247
Colusa Floor Covering	711 Market Street	Colusa	CA	C15 Flooring & Floor Covering	5/31/2020	364608
Class C-16 Fire Protecting Contractor						
Bay Cities Fire Protection	51 Foley Street	Santa Rosa	CA	C16 Fire Protecting Contractor	9/30/2020	731222
G S E Construction Company, Inc.	6950 Preston Avenue	Livermore	CA	C16 Fire Protecting Contractor	3/31/2019	401498
Wipf Construction	P O BOX 234	Ukiah	CA	C16 Fire Protecting Contractor	11/30/2019	629598
Class C-17 Glazing						
Apperson Energy Management	P O BOX 366	Redwood Valley	CA	C17 Glazing	11/30/2020	431271
Qualcon Glazing Inc.	P O BOX 566	Fort Bragg	CA	C17 Glazing	10/31/2019	938846
Class C-20 Warm-Air Heating, Ventilating & Air-Conditioning						
AK Mechanical Inc.	1040 Paso Diablo Ct.	Placerville	CA	C20 Warm-Air Heating, Ventilating & Air-Conditioning	5/31/2019	973241
Bell Products, Inc.	P O BOX 396	Napa	CA	C20 Warm-Air Heating, Ventilating & Air-Conditioning	6/30/2020	171534
Blocka Construction, Inc.	4455 Enterprise Street	Fremont	CA	C20 Warm-Air Heating, Ventilating & Air-Conditioning	10/31/2019	679326
Intercounty Mechanical & Electrical, Inc.	189 Wabash Avenue	Ukiah	CA	C20 Warm-Air Heating, Ventilating & Air-Conditioning	12/31/2020	926337
J.M.S. Mechanical, Inc.	538 Martin Avenue, Suite D	Rohnert Park	CA	C20 Warm-Air Heating, Ventilating & Air-Conditioning	8/31/2020	811562
R. J. Mechanical, Inc.	6815 Redwood Drive Suite D	Cotati	CA	C20 Warm-Air Heating, Ventilating & Air-Conditioning	3/31/2020	856063
Roberts Mechanical & Electrical, Inc.	355 Kunzler Ranch Road, Ste. E	Ukiah	CA	C20 Warm-Air Heating, Ventilating & Air-Conditioning	2/28/2019	556014
Class C-21 Building Moving & Wrecking						
Bowen Engineering and Environmental	4664 S. Cedar Avenue	Fresno	CA	C21 Building Moving & Wrecking	10/31/2020	656741
CAL, Inc.	2040 Peabody Rd.	Vacaville	CA	C21 Building Moving & Wrecking	10/31/2020	657754
Coleman Environmental Engineering, Inc.	P O BOX 1020	Upper Lake	CA	C21 Building Moving & Wrecking	6/30/2020	764005
Ghilotti Construction	246 Ghilotti Avenue	Santa Rosa	CA	C21 Building Moving & Wrecking	5/31/2020	644515
Granite Construction Company	1324 S. State Street	Ukiah	CA	C21 Building Moving & Wrecking	5/31/2019	89
Mendocino Construction Services, Inc.	P O BOX 1517	Willits	CA	C21 Building Moving & Wrecking	7/31/2019	443396
Class C-22 Asbestos Abatement						
Bowen Engineering and Environmental	4664 S. Cedar Avenue	Fresno	CA	C22 - ASBESTOS ABATEMENT	10/31/2020	656741

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Company	Address 1	City	State	Class	State License Expiration	State License No.
CAL, Inc.	2040 Peabody Rd.	Vacaville	CA	C22 - ASBESTOS ABATEMENT	10/31/2020	657754
Wahlund Construction, Inc.	830 Hilma Drive	Eureka	CA	C22 - ASBESTOS ABATEMENT	9/30/2020	678993
Class C-23 Ornamental Metals						
N/A						
Class C-27 Landscaping						
Fieldstone Construction Company	5915 Faight Road	Santa Rosa	CA	C27 Landscaping	5/31/2019	983863
Granite Construction Company	1324 S. State Street	Ukiah	CA	C27 Landscaping	5/31/2019	89
Hanford Applied Resporation & Conservation	765 Baywood Drive, Ste. 237	Petaluma	CA	C27 Landscaping	2/29/2020	461167
Johnson's Custom Landscaping, Inc.	591 Riverside Drive	Ukiah	CA	C27 Landscaping	3/31/2019	748725
Neary Landscape	P O BOX 249	Cotati	CA	C27 Landscaping	10/31/2020	814207
Quality Landscape Company	11821 Westside Potter Valley Road	Potter Valley	CA	C27 Landscaping	11/30/2020	548558
Sangiacomo Landscape	3150 Guidiville Road	Ukiah	CA	C27 Landscaping	1/31/2019	367676
Class C-28 Lock & Security Equipment						
N/A						
Class C-29 Masonry						
Granite Construction Company	1324 S. State Street	Ukiah	CA	C29 Masonry	5/31/2019	89
Class C-31 Construction Zone Traffic Control						
Granite Construction Company	1324 S. State Street	Ukiah	CA	C31 Construction Zone Traffic Control	5/31/2019	89
Wipf Construction	P O BOX 234	Ukiah	CA	C31 Construction Zone Traffic Control	11/30/2019	629598
Class C-32 Parking & Highway Improvement						
American Asphalt	P O BOX 3367	Hayward	CA	C32 Parking & Highway Improvement	5/31/2019	439591
Argonaut Constructors	P O Box 639	Santa Rosa	CA	C32 Parking & Highway Improvement	12/31/2019	171432
Pavement Coatings Co.	10240 San Sevaine Way	Jurupa Valley	CA	C32 Parking & Highway Improvement	9/30/2020	303609
Class C-33 Painting & Decorating						
Beacom Construction Company	P O BOX 457	Fortuna	CA	C33 Painting & Decorating	11/30/2020	168923
CAL, Inc.	2040 Peabody Rd.	Vacaville	CA	C33 Painting & Decorating	10/31/2020	657754
Color New Co.	23645 Marylee Street	Woodland Hills	CA	C33 Painting & Decorating	4/30/2019	818650
Diamond Painting Co KK	947 Missouri St.	Fairfield	CA	C33 Painting & Decorating	12/31/2020	788505
Dunn Right Painting, Inc.	75 D Kunzler Ranch Road	Ukiah	CA	C33 Painting & Decorating	9/30/2019	691040
FD Thomas, Inc.	217 Bateman Drive	Central Point	OR	C33 Painting & Decorating	1/31/2019	610403
H.L. Weaver	P O BOX 937	Ukiah	CA	C33 Painting & Decorating	7/31/2019	476225
JPB Designs, Inc.	6021 Keats Cir.	Orangevale	CA	C33 Painting & Decorating	10/31/2020	997483
Pacific Contractors Group, Inc.	19025 Parthenia Street, Unit 122	Northridge	CA	C33 Painting & Decorating	1/31/2019	927973
Pain Construction, Inc.	7212 8th St.	Rio Linda	CA	C33 Painting & Decorating	7/31/2020	#####
Polychrome Construction, Inc.	8908 Balboa Blvd.	Northridge	CA	C33 Painting & Decorating	6/30/2020	993826
Tony Painting	12882 Valley View St., Ste 2	Garden Grove	CA	C33 Painting & Decorating	9/30/2019	320164
Zayco Performance Coatings	4501 Robertson Ave.	Sacramento	CA	C33 Painting & Decorating		
Class C-34 Pipeline						
Mike Brown Electric Company	561-A Mercantile Drive	Cotati	CA	C34 Pipeline	4/30/2020	306767
Class C-35 Lathing and Plastering						
F C Bickert Company, Inc.	1315 Vista Way	Red Bluff	CA	C35 Lathing and Plastering	1/31/2019	531785
Granite Construction Company	1324 S. State Street	Ukiah	CA	C35 Lathing and Plastering	5/31/2019	89
Class C-36 Plumbing						
A.E. Nelson Construction	642 Martin Ave., Ste A	Rohnert Park	CA	C36 Plumbing	9/30/2020	364212
AK Mechanical Inc.	1040 Paso Diablo Ct.	Placerville	CA	C36 Plumbing	5/31/2019	973241
Bell Products, Inc.	P O BOX 396	Napa	CA	C36 Plumbing	6/30/2020	171534
Coleman Plumbing	P.O. Box 754	Redwood Valley	CA	C36 Plumbing	12/31/2019	989129
Fort Bragg Electric, Inc.	P O BOX 1878	Fort Bragg	CA	C36 Plumbing	7/31/2020	391464
G S E Construction Company, Inc.	6950 Preston Avenue	Livermore	CA	C36 Plumbing	3/31/2019	401498
Granite Construction Company	1324 S. State Street	Ukiah	CA	C36 Plumbing	5/31/2019	89

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Company	Address 1	City	State	Class	State License Expiration	State License No.
Intercounty Mechanical & Electrical, Inc.	189 Wabash Avenue	Ukiah	CA	C36 Plumbing	12/31/2020	926337
MBS Engineering, Inc.	12893 Alcosta Blvd., Ste K	San Ramon	CA	C36 Plumbing	2/29/2020	990872
Mr. Rooter Plumbing of Mendocino & Lake	P O BOX 761	Redwood Valley	CA	C36 Plumbing	5/31/2019	932392
Roberts Mechanical & Electrical, Inc.	355 Kunzler Ranch Road, Ste. E	Ukiah	CA	C36 Plumbing	2/28/2019	556014
Weeks Drilling and Pump Co.	P O BOX 176	Sebastopol	CA	C36 Plumbing	9/30/2020	177681
Class C-38 Refrigeration						
Intercounty Mechanical & Electrical, Inc.	189 Wabash Avenue	Ukiah	CA	Class C-38 Refrigeration	12/31/2020	926337
Class C-39 Roofing						
B. A. S. Roofing	425 Pomo Drive	Ukiah	CA	C39 Roofing	1/31/2019	927007
CAL, Inc.	2040 Peabody Rd.	Vacaville	CA	C39 Roofing	10/31/2020	657754
FD Thomas, Inc.	217 Bateman Drive	Central Point	OR	C39 Roofing	1/31/2019	610403
Granite Construction Company	1324 S. State Street	Ukiah	CA	C39 Roofing	5/31/2019	89
Henris Roofing Company	741 Petaluma Blvd. South; P O BOX 138	Petaluma	CA	C39 Roofing	8/31/2019	220964
Lucerne Roofing & Supply, Inc.	74 Soda Bay Rd	Lakeport	CA	C39 Roofing	4/30/2020	388686
Wedge Roofing, Inc.	5 Casa Grande Road	Petaluma	CA	C39 Roofing	1/31/2020	416737
Class C-42 Sanitation Systems						
Ghilotti Construction	246 Ghilotti Avenue	Santa Rosa	CA	C42 Sanitation Systems	5/31/2020	644515
Granite Construction Company	1324 S. State Street	Ukiah	CA	C42 Sanitation Systems	5/31/2019	89
Class C-43 Sheet Metal						
Bell Products, Inc.	P O BOX 396	Napa	CA	C43 Sheet Metal	6/30/2020	171534
J.M.S. Mechanical, Inc.	539 Martin Avenue, Suite D	Rohnert Park	CA	C43 Sheet Metal	8/31/2020	811562
R. J. Mechanical, Inc.	6815 Redwood Drive Suite D	Cotati	CA	C43 Sheet Metal	3/31/2020	856063
Wedge Roofing, Inc.	5 Casa Grande Road	Petaluma	CA	C43 Sheet Metal	1/31/2020	416737
Class C-45 Electrical Signs						
Granite Construction Company	1324 S. State Street	Ukiah	CA	C45 Electrical Signs	5/31/2019	89
Class C-46 Solar						
Class C-50 Steel Reinforcing						
Bowen Engineering and Environmental	4664 S. Cedar Avenue	Fresno	CA	C50 Steel Reinforcing	10/31/2020	656741
Granite Construction Company	1324 S. State Street	Ukiah	CA	C50 Steel Reinforcing	5/31/2019	89
Class C-51 Structural Steel Contractor						
Granite Construction Company	1324 S. State Street	Ukiah	CA	C51 Structural Steel Contractor	5/31/2019	89
Class C-53 Swimming Pool						
N/A						
Class C-54 Ceramic & Mosaic Tile						
First Pick Builders, Inc.	P O BOX 308 / 2480 South Main Street	Lakeport	CA	C54 Ceramic & Mosaic Tile	11/30/2019	967916
Colusa Floor Covering	711 Market Street	Colusa	CA	C54 Ceramic & Mosaic Tile	5/31/2020	364608
Class C-55 Water Conditioning						
N/A						
Class C-57 Water Well Drilling						
Bartley Pump, Inc.	4000 South Moorland Avenue	Santa Rosa	CA	C57 Water Well Drilling	12/31/2019	200068
Commercial Pump & Mechanical	P O BOX 7947	Chico	CA	C57 Water Well Drilling	3/31/2019	921066
Granite Construction Company	1324 S. State Street	Ukiah	CA	C57 Water Well Drilling	5/31/2019	89
Nor-Cal Pump & Well Drilling, Inc.	1325 Barry Road	Yuba City	CA	C57 Water Well Drilling	1/31/2020	908591
Weeks Drilling and Pump Co.	P O BOX 176	Sebastopol	CA	C57 Water Well Drilling	9/30/2020	177681
Class D-06 Concrete Related Services						
G Seven	19751 Mono Way	Sonoma	CA	C61 / D06 - Concrete Related Services	6/30/2019	962744
Pacific Coast Cutters	450 Lakeville Street, Ste. B	Petaluma	CA	C61 / D06 - Concrete Related Services	12/31/2019	628194
Spencer Electric	P O BOX 42	Cutten	CA	C61 / D06 - Concrete Related Services	6/30/2020	917603
Class D-09 Drilling, Blasting and Oil Field Work						
Mike Brown Electric Company	561-A Mercantile Drive	Cotati	CA	D09 Drilling, Blasting and Oil Field Work	4/30/2020	306767

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Company	Address 1	City	State	Class	State License Expiration	State License No.
Nor-Cal Pump & Well Drilling, Inc.	1325 Barry Road	Yuba City	CA	D09 Drilling, Blasting and Oil Field Work	1/31/2020	908591
Class D-10 Elevated Floors						
N/A						
Class D-12 Synthetic Products						
Flexground Surfaces, Inc.	2029 Opportunity Drive Ste 3	Roseville	CA	D12 Synthetic Products	5/31/2019	1003439
Class D-21 Machinery & Pumps						
Bartley Pump, Inc.	4000 South Moorland Avenue	Santa Rosa	CA	C61 / D21 Machinery & Pumps	12/31/2019	200068
Commercial Pump & Mechanical	P O BOX 7947	Chico	CA	C61 / D21 Machinery & Pumps	3/31/2019	921066
Cushman Contracting Corporation	P O BOX 147	Goleta	CA	C61 / D21 Machinery & Pumps	6/30/2020	689962
FD Thomas, Inc.	217 Bateman Drive	Central Point	OR	C61 / D21 Machinery & Pumps	1/31/2019	610403
Gregory Equipment, Inc.	13279 Five GS Lane	Redding	CA	C61 / D21 Machinery & Pumps	5/31/2019	896621
New World Manufacturing, Inc.	P O BOX 248	Cloverdale	CA	C61 / D21 Machinery & Pumps	5/31/2019	618911
Nor-Cal Pump & Well Drilling, Inc.	1325 Barry Road	Yuba City	CA	C61 / D21 Machinery & Pumps	1/31/2020	908591
Weeks Drilling and Pump Co.	P O BOX 176	Sebastopol	CA	C61 / D21 Machinery & Pumps	9/30/2020	177681
Class D-23 Medical Gas Systems						
N/A						
Class D-24 Metal Products						
N/A						
Class D-28 Doors, Gates & Activating Devices						
N/A						
Class D-31 Pole Installation & Maintenance						
N/A						
Class D-34 Prefabricated Equipment						
Flexground Surfaces, Inc.	2029 Opportunity Drive Ste 3	Roseville	CA	Class D-34 Prefabricated Equipment	5/31/2019	1003439
Class D-35 Pool and Spa Maintenance						
N/A						
Class D-38 Sand & Water Blasting						
Tony Painting	12882 Valley View St., Ste 2	Garden Grove	CA	D38 Sand & Water Blasting	9/30/2019	320164
Class D-39 Scaffolding						
N/A						
Class D-40 Srvc Stn Equip & Maint						
N/A						
Class D-41 Siding and Decking						
N/A						
Class D-42 Sign Installation						
N/A						
Class D-49 Tree Service						
Family Tree Service, Inc.	P O BOX 1325	Laytonville	CA	D49 Tree Service	2/29/2020	640013
Image Tree Service, Inc.	564 Caletti Ave.	Windsor	CA	D49 Tree Service	7/31/2019	719689
Class D-52 Window Covering						
Conklin Bros of Santa Rosa, Inc.	3780 Santa Rosa Ave.	Santa Rosa	CA	D52 Window Covering	7/31/2020	248359
Class D-64 Non Specialized						
N/A						
HAZ Hazardous Substance Removal Certification						
Argonaut Constructors	P O Box 639	Santa Rosa	CA	HAZ Hazardous Substance Removal Certification	12/31/2019	171432
Beacom Construction Company	P O BOX 457	Fortuna	CA	HAZ Hazardous Substance Removal Certification	11/30/2020	168923
Bowen Engineering and Environmental	4664 S. Cedar Avenue	Fresno	CA	HAZ Hazardous Substance Removal Certification	10/31/2020	656741
CAL, Inc.	2040 Peabody Rd.	Vacaville	CA	HAZ Hazardous Substance Removal Certification	10/31/2020	657754
Coleman Environmental Engineering, Inc.	P O BOX 1020	Upper Lake	CA	HAZ Hazardous Substance Removal Certification	6/30/2020	764005
EBA Engineering	825 Sonoma Ave., Ste. C	Santa Rosa	CA	HAZ Hazardous Substance Removal Certification	1/31/2019	662725

CITY OF UKIAH'S LIST OF QUALIFIED CONTRACTORS 2019

Company	Address 1	City	State	Class	State License Expiration	State License No.
Empire Earthworks LLC	2280 Hwy 116	Sebastopol	CA	HAZ Hazardous Substance Removal Certification	3/31/2020	1011615
Fieldstone Construction Company	5915 Faught Road	Santa Rosa	CA	HAZ Hazardous Substance Removal Certification	5/31/2019	983863
Fort Bragg Electric, Inc.	P O BOX 1878	Fort Bragg	CA	HAZ Hazardous Substance Removal Certification	7/31/2020	391464
G S E Construction Company, Inc.	6950 Preston Avenue	Livermore	CA	HAZ Hazardous Substance Removal Certification	3/31/2019	401498
Ghilotti Construction	246 Ghilotti Avenue	Santa Rosa	CA	HAZ Hazardous Substance Removal Certification	5/31/2020	644515
Green Right O'Way Constructors, Inc.	P O BOX 1119	Willits	CA	HAZ Hazardous Substance Removal Certification	10/31/2019	741568
Mountain Cascade Inc.	555 Exchange Court	Livermore	CA	HAZ Hazardous Substance Removal Certification	5/31/2020	422496
Pacific Underground Services	3881 Martha Drive	Martinez	CA	HAZ Hazardous Substance Removal Certification	5/31/2020	722684
Schreder & Brandt MFG, Inc.	275 Fairchild Avenue	Chico	CA	HAZ Hazardous Substance Removal Certification	10/31/2019	748129
Siri Grading & Paving, Inc.	P O BOX 3638	Santa Rosa	CA	HAZ Hazardous Substance Removal Certification	1/31/2020	325681
Steelhead Constructors, Inc.	P O BOX 997	Palo Cedro	CA	HAZ Hazardous Substance Removal Certification	11/30/2020	729880
Team Ghilotti, Inc.	2531 Petaluma Blvd., So.	Petaluma	CA	HAZ Hazardous Substance Removal Certification	4/30/2019	895384
TerraCon Constructors, Inc.	P O BOX 276	Healdsburg	CA	HAZ Hazardous Substance Removal Certification	11/30/2019	562511
Wahlund Construction, Inc.	830 Hilma Drive	Eureka	CA	HAZ Hazardous Substance Removal Certification	9/30/2020	678993
HIC Home Improvement Certification						
N/A						



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution Appointing Representatives to Represent and Vote on Behalf of the City at the League of California Cities, Redwood Empire Division Business Meetings and Division Legislative Committee Meetings.

DEPARTMENT: Clerk/Admin

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - Resolution](#)

Summary: City Council will consider adopting a resolution appointing Mayor Mulheren as the Primary voting delegate, and Councilmember Brown as Alternate for the Redwood Empire Division meetings and the Division Legislative Committee meetings.

Background: The Division's Legislative Committee serves as the Division's united voice on legislative issues of concern to the League and our region. As outlined in Division by-laws, ARTICLE III, Section 3, reads, "...The representatives of each member city shall cast one roll call vote by city. When more than one officer is present from the same city, a majority of those present shall decide the way the city will vote on the issue..."

Mayor Mulheren has been the voting delegate since 2014, and on December 19, 2018, Council approved the 2019 City Council Special Assignment List appointing Mayor Mulheren as the primary and Councilmember Brown as the Alternate for the League of California Cities Redwood Empire Legislative Committee. Therefore,

RECOMMENDED ACTION: Adopt resolution appointing Mayor Mulheren as the Primary and Councilmember Brown as an Alternate to represent and vote on behalf of the City at the League of California Cities, Redwood Empire Division business meetings and division legislative committee meetings.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

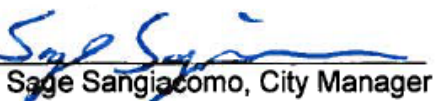
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager

Approved:


Sage Sangiacomo, City Manager

Staff is recommending that Council continue with Mayor Mulheren's representation as the Primary voting delegate and Councilmember Brown as the Alternate for the 2019 Redwood Empire Division Business Meetings and Legislative Committee; and recommends for Council to then adopt the resolution making the official appointments (Attachment 1).

Discussion: Staff Recommendation: Adopt resolution appointing Mayor Mulheren as the Primary and Councilmember Brown as an Alternate to represent and vote on behalf of the City at the League of California Cities, Redwood Empire Division business meetings and division legislative committee meetings.

RESOLUTION NO. 2019-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPOINTING REPRESENTATIVES TO REPRESENT AND VOTE ON BEHALF OF THE CITY AT THE LEAGUE OF CALIFORNIA CITIES, REDWOOD EMPIRE DIVISION BUSINESS MEETINGS, AND REPRESENT THE CITY AND VOTE AT DIVISION LEGISLATIVE COMMITTEE MEETINGS.

WHEREAS, the City is a member of the League of California Cities, an association of California city officials who work together to enhance their knowledge and skills, exchange information, and combine resources so that they may influence policy decisions that affect cities, and

WHEREAS, mayors, council members and other officials set League policies and priorities from member cities who serve on the League Board of Directors, League policy committees, regional division boards, departments, caucuses, and task forces where League policies and priorities are formulated and set, and

WHEREAS, the City is an active member of the Redwood Empire Division, League of California Cities, and

WHEREAS, the Redwood Empire Division By-laws, Article III, Section 3, states representatives of each member city shall cast one vote by city, and

WHEREAS, the Redwood Empire Division By-laws, Article VIII, creates a Redwood Empire Division Legislative Committee to review and respond to bills that impact Redwood Empire Cities, and

WHEREAS, the City must appoint one elected official to attend and represent the city at Division Business meetings who can vote on behalf of the city, and

WHEREAS, the City must appoint one elected official to attend and represent the city at Legislative Committee meetings who can vote on behalf of the city, and

WHEREAS, an alternate elected official should be appointed to represent the city in the event the regular member is not available to attend, and

WHEREAS, appointments should be reviewed and updated annually.

NOW, THEREFORE, BE IT RESOLVED that the 2019 appointments for the Redwood Empire Division are as follows:

Division Business Meeting Primary: Maureen Mulheren

Division Business Meeting Alternate: Jim O. Brown

Legislative Committee Primary: Maureen Mulheren

Legislative Committee Alternate: Jim O. Brown

It is hereby certified that the foregoing Resolution No. 2019-____ was duly introduced and adopted by the City Council of the City of Ukiah at its regular meeting held on the 16th day of January, 2019 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Approved:

ATTEST:

Maureen Mulheren, Mayor

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approval of Notice of Completion for 2018 Street Rehabilitation Project, Specification No. 18-01

DEPARTMENT: Public Works

PREPARED BY: Andrew Stricklin

ATTACHMENTS:

[Attachment 1 - Notice of Completion-Spec 18-01](#)

Summary: Staff is submitting a report to the City Council that recommends accepting the completion of the 2018 Street Rehabilitation Project, Specification No. 18-01.

Background: The City Council awarded a contract on June 20, 2018, to Granite Construction of Ukiah, CA in the amount of \$1,193,592 inclusive of quantities to be billed at actual amounts. This project involved the overlay of seven street sections and the construction of 32 curb ramps for improved pedestrian access. Locations in this project include Arlington Rd., Oak Manor Ct., Yosemite Dr., Washo Dr., Orchard Ave., Freitas Ave., and North State St. from Low Gap to the northern City limits. This project was funded by Measure Y sales tax.

Discussion: The work of the contract was completed by the contractor in substantial conformance with the approved plans and specifications on December 7, 2018. The City Engineer approved a change order for minor additional concrete for an amount of \$1,506.21. Based on actual quantities constructed and the authorized contract change order, the final contract cost was \$1,221,840.84. Final payment of the retention will be made

RECOMMENDED ACTION: 1. Accept the work as complete. 2. Direct the City Clerk to file the Notice of Completion with the County Recorder for 2018 Street Rehabilitation Project, Specification No. 18-01.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$1,193,592: #12024200.80230 PC 18006

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Contract #1718237

COORDINATED WITH: Sage Sangiacomo, City Manager; Tim Eriksen Director of Public Works; and Mary Horger, Purchasing Supervisor

Approved: _____


Sage Sangiacomo, City Manager

to the contractor after 35 days from the date the Notice of Completion is filed with the County Recorder.

Please return to:

CITY OF UKIAH
300 Seminary Avenue
Ukiah, California 95482-5400
(707) 463-6200

No fee pursuant to Government Code 27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the real property described is owned by the following whose address is: City of Ukiah, a Municipal Corporation, 300 Seminary Avenue, Ukiah, California 95482-5400.
2. That the nature of the title to the 2018 Street Rehabilitation Project, Specification No. 18-01 of all said owners is that of fee simple.
3. That on the 7th day of December, 2018, the Contract work for this project was actually completed.
4. That the name and address of the Contractor is Granite Construction Co., 1324 S. State Street, Ukiah, CA 95482.
5. That the real property herein referred to is situated in the County of Mendocino, State of California, and is described as follows: City-owned property identified as stated streets within the City of Ukiah.

I hereby certify under penalty of perjury that the forgoing is true and correct:

City Council Approval

CITY OF UKIAH, a Municipal Corporation

Date

By: _____
Kristine Lawler, City Clerk

Date

State of California

County of Mendocino



AGENDA SUMMARY REPORT

SUBJECT: Report the Purchase of a New Pitney Bowes Mailing System and Approve Corresponding Budget Amendment.

DEPARTMENT: Administration

PREPARED BY: Mary Horger

ATTACHMENTS:

[Attachment 1 - Signed Proposal & PO](#)

Summary: Council will receive the report of the purchase of a new Pitney Bowes Mailing System, and approve corresponding budget amendment.

Background: The current Pitney Bowes mailing machine is twelve years old. With the US Postal Service rates going up in late January, an immediate replacement of the machine was necessary so that business operations would not be interrupted. The current machine was too old to handle the updates, and was no longer supported by technical assistance.

Discussion: Pitney Bowes quality, service and response time through the years has been excellent. Pitney Bowes machines are currently available under the NASPO ValuePoint Cooperative Contract. Pricing was reviewed and found to be very competitive. A Purchase Order was issued (please refer to Attachment 1), based on NASPO ValuePoint contract ADSPO16-169897; 7-17-70-41-03 in the amount of \$8,679.95. The purchase includes the machine, an equipment service agreement (to begin a year after the purchase), and six months of postage meter rental. Future postage meter rental will be handled with a separate purchase order

RECOMMENDED ACTION: Receive report, and approve requested budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 10012200.54100: \$6,552.78, 10012200.52100: \$20,422.80, 10012200.54500: \$9,972.98

PROPOSED BUDGET AMOUNT: 10012200.54100: \$7,572.47; 10012200.52100: \$798.60; 10012200.54500: \$308.88

FINANCING SOURCE: General Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Purchase Order 45820

COORDINATED WITH: N/A

Approved:


Sage Sangiacomo, City Manager

that will be renewed each fiscal year

Because this replacement was not anticipated, it was not included in the 2018/2019 budget. It is therefore Staff's request to approve a corresponding budget amendment to cover for the funding of this unexpected purchase.



Purchase Order

Fiscal Year 2019

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase
Order #**45820-00**Delivery must be made within
doors of specified destination.B
I
L
L
T
OCITY OF UKIAH
ATTN: ACCOUNTS PAYABLE
300 SEMINARY AVENUE
UKIAH, CA 95482V
E
N
D
O
RPITNEY BOWES INC
PO BOX 371896
PITTSBURG PA 15250-7896S
H
I
P
T
OCITY OF UKIAH - CIVIC CENTER
300 SEMINARY AVENUE
UKIAH CA 95482

Vendor Phone Number		Vendor Fax Number		Buyer		Date Ordered		Date Required	
				Mary Horger		12/28/2018			
Delivery Reference			Freight Method/Terms		Department/Location			Sales Tax Rate	
			N45/FOB UKIAH		CITY MANAGEMENT			0.000	
Item#	Description/Part No.				Qty	UOM	Unit Price	Extended Price	
1	ITEM AZCG SENDPRO P1500 SERIES BUNDLE (145/70 LPM) POSTAGE MACHINE				1.0	EACH	\$6,955.200	\$6,955.20	
2	STANDARD SLA EQUIPMENT SERVICE AGREEMENT, FOR YEAR 2, STARTING DECEMBER 29, 2019				1.0	YR	\$798.600	\$798.60	
3	ITEM 4W00 CONNECT+/SENDPRO P SERIES POSTAGE METER RENTAL				6.0	MON	\$51.480	\$308.88	
4	ESTIMATED TAX @ 8.875%				617.3	DOLL	\$1.000	\$617.27	
REF REQ E36969 AS PER PURCHASE AGREEMENT SIGNED 12/28/18 PER NASPO VALUEPOINT ADSP016-169897; 7-17-70-41-03									

By

Purchasing Supervisor

VENDOR COPY

PO Total

\$8,679.95

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.



Purchase Agreement/Equipment and Software Maintenance Agreement

Agreement Number									

Your Business Information

Full Legal Name of Client / DBA Name of Client

Tax ID # (FEIN/TIN)

CITY OF UKIAH

Sold-To: Address

300 SEMINARY AVE, UKIAH, CA, 95482-5400, US

Sold-To: Contact Name

Mary Horger

Sold-To: Contact Phone

(707) 463-6233

Sold-To: Account

0012811379

Bill-To: Address

300 SEMINARY AVE, UKIAH, CA, 95482-5400, US

Bill-To: Contact Name

Mary Horger

Bill-To: Contact Phone

(707) 463-6233

Bill-To: Account

0010952569

Bill-To: Email

mhorger@cityofukiah.com

Ship-To: Address

300 SEMINARY AVE, UKIAH, CA, 95482-5400, US

Ship-To: Contact Name

Mary Horger

Ship-To: Contact Phone

(707) 463-6233

Ship-To: Account

0012811379

PO #

45820

Your Business Needs

Qty	Item	Business Solution Description	Sales Type	Price
1	SENDPROPSERIES	SendPro P Series	PURCHASE	\$ 0.00
1	1FWW	10 lb Interfaced Weighing (unit)	PURCHASE	\$ 0.00
1	4W00	Connect+ /SendPro P Series Meter	RENT	\$ 51.48
1	APA1	50 Dept Analytics	PURCHASE	\$ 0.00
1	APKE	SendPro P Receiving Feature	PURCHASE	\$ 0.00
1	APKF	SendPro P Shipping Feature Access	PURCHASE	\$ 0.00
1	AZBE	SendPro P Series Mono Print Module	PURCHASE	\$ 0.00
1	AZCG	SendPro P1500 Series Bundle (145/70 Lpm)	PURCHASE	\$ 6,955.20
1	M9SS	Mailstream Intellilink Services	RENT	\$ 0.00
1	MSD1	10" Color Touch Display	PURCHASE	\$ 0.00
1	MW90007	SendPro P Series Drop Stacker	PURCHASE	\$ 0.00
1	MW96000	Weighing Platform	PURCHASE	\$ 0.00

1	SJM5	SoftGuard for SendPro P1500	RENT	\$ 0.00
1	STD SLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)	SLA	\$ 798.60
1	T6CS	Receiving - Standard	RENT	\$ 0.00

Purchase Total**	\$ 6,955.20
Monthly Total**	\$ 51.48
Annual Total**	\$ 798.60

**Plus applicable taxes which will be applied at the time of billing.

Your Payment Plan

Quarterly Billing Total**		Annual Billing Total**	
Type	Fees	Type	Fees
Meter	\$ 154.44	Equipment Maintenance	\$ 798.60

Tax Exempt

- () Tax Exempt Certificate Attached
 () Tax Exempt Certificate Not Required
 () Purchase Power® transaction fees included
 (X) Purchase Power® transaction fees extra

Shipping and Handling \$ 0.00

Initial Term : 12 Months

**Plus applicable taxes which will be applied at the time of billing.

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at www.pb.com/states. The terms and conditions of this contract will govern this transaction.

NASPO VALUEPOINT ADSP016-169897, 7-17-70-41-03

State/Entity's Contract #

Client Signature

Print Name

Title

Date

Email Address

[Handwritten Signature]
 DAN BUFFEN
 City Manager
 12/23/18
 mhorgere@cityofukiah.com

Sales Information

Joanne Drummond joanne.drummond@pb.com
 Account Rep Name Email Address



AGENDA SUMMARY REPORT

SUBJECT: Authorize Execution of Amendment to the Agreement with Rau and Associates, Inc. in an Amount not to Exceed \$5,300 for Additional Construction Review, Testing, and Staking for the Smith Street Rehabilitation Project, and Approve Budget Amendment.

DEPARTMENT: Public Works

PREPARED BY: Rick Seanor

ATTACHMENTS:

[Attachment 1 Rau Proposal recd Oct 30 2018](#)

[Attachment 2 Rau Agreement](#)

[Attachment 3 Rau Amendment 1](#)

[Attachment 4 Rau Amendment 2](#)

[Attachment 5 Rau Amendment 3](#)

Summary: City Council will consider authorizing an amendment to the professional services agreement with Rau and Associates, Inc. for additional construction review, testing, and staking for the Smith Street rehabilitation project. City Council will also consider authorizing a budget amendment for the additional services.

Background: The City is responsible for design and construction of a section of sidewalk on Smith Street as a result of a settlement agreement. Work on this project was substantially complete on November 15, 2018.

RECOMMENDED ACTION: Authorize execution of amendment to the agreement with Rau and Associates, Inc. in an amount not to exceed \$5,300 for additional construction review, testing, and staking for the Smith Street Rehabilitation Project, and approve budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: \$250,219; 25124210.80230.15030

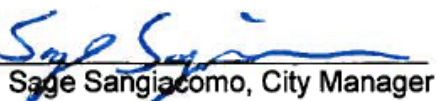
PROPOSED BUDGET AMOUNT: \$5,300; 25124210.80230.15030

FINANCING SOURCE: Infrastructure

PREVIOUS CONTRACT/PURCHASE ORDER NO.: COU No. 1213-180

COORDINATED WITH: Sage Sangiacomo, City Manager; Tim Eriksen, Director of Public Works / City Engineer; Mary Horger, Procurement Manager

Approved: _____


Sage Sangiacomo, City Manager

Discussion: As a result of extending the limits of sidewalk and road reconstruction on the Smith Street Rehabilitation project, additional construction review, testing, and staking was required from Rau and Associates. Staff requested and obtained a proposal from George Rau for this additional work (Attachment #1). Staff reviewed the proposal and found the proposed fee of \$5,300 to be commensurate with the scope of work. Since construction work was already in progress staff directed Rau to proceed with the work identified in their proposal.

The total cost of Rau's work on this project combined with the additional proposed work is \$31,086. The proposed fee in the amount of \$5,300 would typically only require a report to Council. However, since the combined total contract amount \$31,086 exceeds the \$20,000 limit, Council's approval is required.

Attached for City Council reference, please find the original professional services agreement (Attachment 32) along with the three amendments. Please note when viewing the PDF copies for Attachment #3 and Attachment #4, both PDF copies are labeled Amendment No. 1. This was an error. In fact, the PDF document for Attachment #4 is actually the second amendment to the agreement, executed on June 30, 2016. Attachment #3, the first amendment, was executed on January 6, 2016.

Staff recommends approval of a contract amendment for this work and approval of the corresponding budget amendment.

**AND ASSOCIATES INC.**

CIVIL ENGINEERS • LAND SURVEYORS

November 4, 2016

RECEIVED

City of Ukiah, Public Works Department
Attn: Tim Eriksen, Director of Public Works
Rick Seanor, Deputy Director of Public Works
300 Seminary Ave
Ukiah, CA, 95482

OCT 30 2018**CITY OF UKIAH
DEPT. OF PUBLIC WORKS**

Job Number R10064.1

**RE: CHANGE TO SCOPE OF WORK: ADDITIONAL CONSTRUCTION REVIEW AND TESTING;
CONSTRUCTION STAKING FOR RECONSTRUCTION OF SMITH STREET IN UKIAH TO
INCLUDE ENTIRE WIDTH OF SMITH STREET BETWEEN BOX CULVERT AND MASON
STREET, TOGETHER WITH SIDEWALK, CURB AND GUTTER ON SOUTH SIDE PLUS TWO
ACCESSIBLE RAMPS AT MASON AND SMITH STREET, FOR A LENGTH OF
APPROXIMATELY 100 LINEAR FEET.**

Gentlemen:

This letter is to request an amendment to our Agreement for Professional Consulting Services, dated August 10, 2010. During the bid period, it was decided to add approximately 100 linear feet of reconstruction of Smith Street between the box culvert conveying Gibson Creek and the intersection with Mason Street. At Mason Street, two accessible ramps were added for compliance with accessible standards. City Staff designed the accessible ramps and curb and gutter replacement on the south side of Smith Street. Rau and Associates, Inc. was already authorized to provide the construction staking and construction review for the original length of Smith Street which was to be reconstructed. It is a logical extension of their work to provide the same services for the extension east to Mason Street.

This request for an amendment identifies two tasks which must be increased in order to have construction review of the project and have it staked for construction.

Amendment 4 - Task 1 – Construction Review and Testing

During construction it is anticipated that there will be areas of the subgrade exposed which will require special treatment. These areas will be reviewed by a geotechnical engineer from our firm. It is anticipated that a geogrid such as TX-5 by Tensar will be recommended to be installed to assist in bridging over the areas without significant sub-excavation and re-compaction. The structural section recommended is 1.0 foot of aggregate base to support 0.4 feet of hot mix asphalt applied in two layers. This structural section overlaid on a geogrid should be able to bridge over the expected soft spots. We would observe and approve the condition of the subgrade soils prior to the installation of the geogrid, but no compaction testing of the subgrade will be performed.

Compaction testing will be done on the surface of the aggregate base before the street is paved to assure that the base has been adequately compacted. One maximum dry density test will be performed on the aggregate base material to provide a proctor test for the compaction of the aggregate base. A proof-roll test will also be conducted to assure a firm and stable surface has been established for the pavement layers to be applied.

A brief letter report of conditions encountered and the results of the compaction testing will complete the construction phase work.

RECEIVED

City of Ukiah, Public Works Department

October 29, 2018

OCT 30 2018

The estimated cost of this task is \$2,400.

CITY OF UKIAH

Amendment 4 - Task 2 – Construction Staking

DEPT. OF PUBLIC WORKS

Construction staking is anticipated to be done in two steps. The first step will be to stake the curb, gutter and sidewalk to conform to accessible standards. It is assumed that the contractor will cut the street two or three feet from the current lip on gutter on the south side, then construct the curb and gutter, then construct the accessible sidewalk. Initial stakes will include an offset from the face of curb. The two accessible ramps will be staked for construction in conformance with the plans prepared by the City staff.

The second phase is anticipated to be after the sidewalk curb and gutter is completed. Then the contractor will remove the street pavement section and reconstruct it. There are several locations along the street centerline to stake for proper grading.

The estimated cost of this task is \$2,900.

Our current "Schedule of Fees – Table 33" is attached to Amendment #2 which has already been approved.

The cost of this additional work is estimated to be a maximum of \$5,300 at our current hourly fee schedule.

Very truly yours,



George C. Rau, P.E.
President

Attachment: Task-Hour Breakdown

Budget Worksheet Continued

Fee Schedule 33

Job No. R10064

Job Name: Smith Street Rehab

Date: 10-29-2018

PHASES		T-4.1		T-4.2		T4.3			
		Const Staking		Const Review		Compaction Testing			
	Rate/Cost	hrs/ cost	total	hrs/ cost	total	hrs/ cost	total	hrs/ cost	total
Registered Civil Engineer Principal	175	2	\$ 350	3	\$ 525	4	\$ 700		\$ -
Associate Civil Engineer	140	6	\$ 840	1	\$ 140		\$ -		\$ -
Survey Manager	135	6	\$ 810	2	\$ 270		\$ -		\$ -
Chief of Party (PW)	135		\$ -		\$ -		\$ -		\$ -
GPS Specialist	135		\$ -		\$ -		\$ -		\$ -
Construction Inspector (PW)	128		\$ -		\$ -		\$ -		\$ -
Instrument Operator (PW)	118		\$ -		\$ -		\$ -		\$ -
Materials Tester (PW)	(w/o)								
Nuclear Gauge Charge)			\$ -		\$ -	4	\$ 464		\$ -
Sr. Staff Engineer	115	4	\$ 460		\$ -	2	\$ 230		\$ -
Rodman (PW)	115		\$ -		\$ -		\$ -		\$ -
QSD/QSP Specialist (non PW)	110		\$ -		\$ -		\$ -		\$ -
Technician II	72		\$ -		\$ -		\$ -		\$ -
Project Coordinator	70		\$ -		\$ -		\$ -		\$ -
Administrative	60		\$ -		\$ -		\$ -		\$ -
Technician I	38		\$ -		\$ -		\$ -		\$ -
Vehicle Use (miles)	0.575		\$ -		\$ -		\$ -		\$ -
RTS	200	2	\$ 400		\$ -		\$ -		\$ -
Lab Unit Prices	0		\$ -		\$ -		\$ -		\$ -
Computer Hours	10	8	\$ 80		\$ -		\$ -		\$ -
Permit Fees	0		\$ -		\$ -		\$ -		\$ -
Backhoe and Operator	100		\$ -		\$ -		\$ -		\$ -
Outside Service	cost + 15%		\$ -		\$ -		\$ -		\$ -
Reimbursables			\$ -		\$ -		\$ -		\$ -
BUDGET FOR PHASE		28	\$ 2,940.00	6	\$ 935.00	10	\$ 1,394.00	0	\$ -

RECEIVED

Total This Sheet \$ 5,269.00

OCT 30 2018

CITY OF UKIAH
DEPT. OF PUBLIC WORKS

AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES
[Design Professional]

This Agreement, made and entered into this 3 day of August, 2010 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and Rau and Associates, Inc., a corporation organized and in good standing under the laws of the state of California, hereinafter referred to as "Consultant".

RECITALS

This Agreement is predicated on the following facts:

- a. City requires consulting services related to the mapping of the physical location of a street and preparation of legal descriptions for the rearrangement of certain easements within the jurisdiction of the city.
- b. Consultant represents that it has the qualifications, skills, experience and is properly licensed to provide these services, and is willing to provide them according to the terms of this Agreement.
- c. City and Consultant agree upon the Scope-of-Work and Work Schedule attached hereto as Attachment "A", describing contract provisions for the project and setting forth the completion dates for the various services to be provided pursuant to this Agreement.

TERMS OF AGREEMENT

1.0 DESCRIPTION OF PROJECT

- 1.1 The Project is described in detail in the attached Scope-of-Work (Attachment "A").

2.0 SCOPE OF SERVICES

- 2.1 As set forth in Attachment "A".

- 2.2. Additional Services. Additional services, if any, shall only proceed upon written agreement between City and Consultant. The written Agreement shall be in the form of an Amendment to this Agreement.

3.0 CONDUCT OF WORK

- 3.1 Time of Completion. Consultant shall commence performance of services as required by the Scope-of-Work upon receipt of a Notice to Proceed from City and shall complete such services within **30 Days** from receipt of the Notice to Proceed. Consultant shall complete the work to the City's reasonable satisfaction, even if contract disputes arise or Consultant contends it is entitled to further compensation.

4.0 COMPENSATION FOR SERVICES

- 4.1 Basis for Compensation. For the performance of the professional services of this Agreement, Consultant shall be compensated on a time and expense basis not to exceed a guaranteed maximum dollar amount of \$4,960. Labor charges shall be based upon hourly billing rates for the various classifications of personnel employed by Consultant to perform the Scope of Work as set forth in the attached Attachment B, which shall include all indirect costs and expenses of every kind or nature, except direct expenses. The direct expenses and the fees to be charged for same shall be as set forth in Attachment B. Consultant shall complete the Scope of Work for the not-to-exceed guaranteed maximum, even if actual time and expenses exceed that amount.
- 4.2 Changes. Should changes in compensation be required because of changes to the Scope-of-Work of this Agreement, the parties shall agree in writing to any changes in compensation. "Changes to the Scope-of-Work" means different activities than those described in Attachment "A" and not additional time to complete those activities than the parties anticipated on the date they entered this Agreement.
- 4.3 Sub-contractor Payment. The use of sub-consultants or other services to perform a portion of the work of this Agreement shall be approved by City prior to commencement of work. The cost of sub-consultants shall be included within guaranteed not-to-exceed amount set forth in Section 4.1.
- 4.4 Terms of Payment. Payment to Consultant for services rendered in accordance with this contract shall be based upon submission of monthly invoices for the work satisfactorily performed prior to the date of invoice less any amount already paid to Consultant, which amounts shall be due and payable thirty (30) days after receipt by City. The invoices shall provide a description of each item of work performed, the time expended to perform each task, the fees charged for that task, and the direct expenses incurred and billed for. Invoices shall be accompanied by documentation sufficient to enable City to determine progress made and the expenses claimed.

5.0 ASSURANCES OF CONSULTANT

- 5.1 Independent Contractor. Consultant is an independent contractor and is solely responsible for its acts or omissions. Consultant (including its agents, servants, and employees) is not City's agent, employee, or representative for any purpose.

It is the express intention of the parties hereto that Consultant is an independent contractor and not an employee, joint venturer, or partner of City for any purpose whatsoever. City shall have no right to, and shall not control the manner or prescribe the method of accomplishing those services contracted to and performed by Consultant under this Agreement, and the general public and all governmental agencies regulating such activity shall be so informed.

Those provisions of this Agreement that reserve ultimate authority in City have been inserted solely to achieve compliance with federal and state laws, rules, regulations, and interpretations thereof. No such provisions and no other provisions of this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Consultant and City.

Consultant shall pay all estimated and actual federal and state income and self-employment taxes that are due the state and federal government and shall furnish and pay worker's compensation insurance, unemployment insurance and any other benefits required by law for himself and his employees, if any. Consultant agrees to indemnify and hold City and its officers, agents and employees harmless from and against any claims or demands by federal, state or local government agencies for any such taxes or benefits due but not paid by Consultant, including the legal costs associated with defending against any audit, claim, demand or law suit.

Consultant warrants and represents that it is a properly licensed professional or professional organization with a substantial investment in its business and that it maintains its own offices and staff which it will use in performing under this Agreement.

- 5.2 Conflict of Interest. Consultant understands that its professional responsibility is solely to City. Consultant has no interest and will not acquire any direct or indirect interest that would conflict with its performance of the Agreement. Consultant shall not in the performance of this Agreement employ a person having such an interest. If the City Manager determines that the Consultant has a disclosure obligation under the City's local conflict of interest code, the Consultant shall file the required disclosure form with the City Clerk within 10 days of being notified of the City Manager's determination.

6.0 INDEMNIFICATION

- 6.1 Insurance Liability. Without limiting Consultant's obligations arising under Paragraph 6.2 Consultant shall not begin work under this Agreement until it procures and maintains for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with its performance under this Agreement.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office ("ISO") Commercial General Liability Coverage Form No. CG 00 01 11 85.
2. ISO Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 "any auto" or Code 8, 9 if no owned autos and endorsement CA 0025.
3. Worker's Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to the work performed under this Agreement, or the aggregate limit shall be twice the prescribed per occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Errors and Omissions liability: \$500,000 per occurrence.

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope-of-protection afforded to the City, its officers, officials, employees or volunteers.
- b. The Consultant's insurance coverage shall be primary insurance as respects 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 Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from Consultant's performance of the work, pursuant to this Agreement.

3. Professional Liability Coverage

If written on a claims-made basis, the retroactivity date shall be the effective date of this Agreement. The policy period shall extend from February 28, 2010 to February 28, 2011.

4. All Coverages

Each Insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with admitted California insurers with an A.M. Best's rating of no less than A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit rating.

F. Verification of Coverage

Consultant shall furnish the City with Certificates of Insurance and with original Endorsements effecting coverage required by this Agreement. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates and Endorsements are to be on forms provided or approved by the City. All Certificates and Endorsements are to be received and approved by the City before Consultant begins the work of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. If Consultant fails to provide the coverages required herein, the City shall have the right, but not the obligation, to purchase any or all of them. In that event, after notice to Consultant that City has paid the premium, the cost of insurance may be deducted from the compensation otherwise due the contractor under the terms of this Contract.

G. Subcontractors

If Consultant uses subcontractors or sub-consultants, it shall cover them under its policies or require them to separately comply with the insurance requirements set forth in this Paragraph 6.1.

- 6.2 Indemnification. Notwithstanding the foregoing insurance requirements, and in addition thereto, Consultant agrees to indemnify the City for any claim, cost or liability that arises out of, or pertains to, or relates to the negligence, recklessness, or willful misconduct of the Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by the City, or arising from the active negligence of the City.

"Indemnify," as used herein includes the expenses of defending against a claim and the payment of any settlement or judgment arising out of the claim. Defense costs include all costs associated with defending the claim, including, but not limited to, the fees of attorneys, investigators, consultants, experts and expert witnesses, and litigation expenses.

References in this paragraph to City or Consultant, include their officers, employees, agents, and subcontractors.

Consultant's liability for professional negligence shall be limited to \$500,000.

7.0 CONTRACT PROVISIONS

- 7.1 Documents and Ownership of Work. All documents furnished to Consultant by City and all documents or reports and supportive data prepared by Consultant under this Agreement are owned and become the property of the City upon their creation and shall be given to City immediately upon demand and at the completion of Consultant's services at no additional cost to City. Deliverables are identified in the Scope-of-Work, Attachment "A". All documents produced by Consultant shall be furnished to City in digital format and hardcopy. Consultant shall produce the digital format, using software and media approved by City.
- 7.2 Governing Law. Consultant shall comply with the laws and regulations of the United States, the State of California, and all local governments having jurisdiction over this Agreement. The interpretation and enforcement of this Agreement shall be governed by California law and any action arising under or in connection with this Agreement must be filed in a Court of competent jurisdiction in Mendocino County.
- 7.3 Entire Agreement. This Agreement plus its Attachment(s) and executed Amendments set forth the entire understanding between the parties.
- 7.4 Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.
- 7.5 Modification. No modification of this Agreement is valid unless made with the agreement of both parties in writing.

- 7.6 Assignment. Consultant's services are considered unique and personal. Consultant shall not assign, transfer, or sub-contract its interest or obligation under all or any portion of this Agreement without City's prior written consent.
- 7.7 Waiver. No waiver of a breach of any covenant, term, or condition of this Agreement shall be a waiver of any other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.
- 7.8 Termination. This Agreement may only be terminated by either party: 1) for breach of the Agreement; 2) because funds are no longer available to pay Consultant for services provided under this Agreement; or 3) City has abandoned and does not wish to complete the project for which Consultant was retained. A party shall notify the other party of any alleged breach of the Agreement and of the action required to cure the breach. If the breaching party fails to cure the breach within the time specified in the notice, the contract shall be terminated as of that time. If terminated for lack of funds or abandonment of the project, the contract shall terminate on the date notice of termination is given to Consultant. City shall pay the Consultant only for services performed and expenses incurred as of the effective termination date. In such event, as a condition to payment, Consultant shall provide to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, subject to off-set for any direct or consequential damages City may incur as a result of Consultant's breach of contract.
- 7.9 Duplicate Originals. This Agreement may be executed in duplicate originals, each bearing the original signature of the parties. When so signed, each such document shall be admissible in administrative or judicial proceedings as proof of the terms of the Agreement between the parties.
- 8.0 NOTICES
Any notice given under this Agreement shall be in writing and deemed given when personally delivered or deposited in the mail (certified or registered) addressed to the parties as follows:

MR. TIM ERIKSEN
CITY OF UKIAH
DEPT. OF PUBLIC WORKS
300 SEMINARY AVENUE
UKIAH, CALIFORNIA 95482-5400

RAU AND ASSOCIATES, INC.
100 NORTH PINE STREET
UKIAH, CALIFORNIA 95482

9.0 SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement the Effective Date:

CONSULTANT

BY: George C. Rau

8-3-2010
Date

PRINT NAME: George C. Rau, P.E. C21908
PRESIDENT

94-2619557
IRS IDN Number

CITY OF UKIAH

BY: [Signature]

8-3-2010
Date

ATTEST

N/A
Linda Brown,
CITY CLERK

N/A
Date

"ATTACHMENT A, Page 1"

Scope of Work

Rau and Associates, Inc., also referred to herein as "RAU", will provide the following services for City of Ukiah herein also referred to as "City". Work will include:

RAU will perform topographic mapping on the north side of Smith Street from a property identified as 214 Smith Street easterly to 274 Smith Street. The limits of the topo will include the south curb line of Smith Street extending northerly to the building face or doorway threshold as applicable on the north side of Smith Street. RAU will survey and locate topographic information to generate a topographic survey map with sufficient information to design and reconstruct existing driveway cut, curb, gutter, and sidewalk. RAU will locate curb, gutter, sidewalk, the centerline of Smith Street, surface utilities, doorways, building line, manholes, Drop inlets, driveways, water valves, electrical panels, and power poles.

RAU will then generate plan and profile sheets with construction notes for the construction of the sidewalk replacement and driveway cut.

RAU will not locate any Street Right-of-Way, underground utilities, design any ADA compliant ramps, or perform any preliminary geotechnical investigation. In addition, RAU will not generate an engineer's estimate. Construction staking and formal construction specifications are not included in the costs reflected in this contract.

Deliverables:

Rau will deliver a completed topographic survey map and sidewalk design plan sufficient to construct the curb gutter and sidewalk on the north side of Smith Street for approximately 400 linear feet with an informal contract which The City of Ukiah assembles and advertises for bid.

"ATTACHMENT B"
SCHEDULE OF FEES
 Effective January 1, 2008

Registered Civil Engineer Principal	\$162.00/hr.
Registered Civil Engineer	140.00/hr.
Associate Civil Engineer	140.00/hr.
Project Manager	102.00/hr.
Land Surveyor	96.00/hr.
Lab-Survey Manager	112.00/hr.
Staff Engineer/Staff Geologist	94.00/hr.
Environmental and Resource Specialist	102.00/hr.
Technician IV	72.00/hr.
Technician III	66.00/hr.
Technician II	54.00/hr.
Technician I	38.00/hr.
Instrument Operator (PW)	104.00/hr.
Rodman (PW)	92.00/hr.
Materials Tester (PW)	92.00/hr.
Materials Tester W/ Gauge (PW)	96.00/hr.
Administration	48.00/hr.
Engineering Technician with Nuclear Gauge/Vehicle	96.00/hr.
Vehicle Use	0.505/mile
Outside Services Over \$1,000	Cost + 5%
Outside Services Under \$1,000 (Aggregate amount)	Cost + 15%
Requested Overtime:	150% of Regular Rate
Expert Witness/Testimony at Trial, Deposition, Arbitration	\$250.00/hr. (4 hour minimum)

Laboratory Tests:

Texture Analysis (Mendocino County Health Dept.)	\$ 38.00/ea.
Unit Dry Weight-Moisture Content (Tube Sample or Ped)	22.00/ea.
Sand Equivalent (CTM 217)	60.00/ea.
Sieve Analysis - Coarse Aggregates (CTM 202)	40.00/ea.
Sieve Analysis - Fine Aggregate (CTM 202)	70.00/ea.
Sand Equivalent & Sieve Analysis	165.00/ea.
Maximum Dry Density (ASTM D1557)	
4" Mold	145.00/ea.
6" Mold	162.00/ea.
Maximum Dry Density (ASTM D698)	130.00/ea.
Maximum Wet Density (CTM 216)	148.00/ea.
Unit Weight of Aggregate (CTM 212)	
Method A or B	55.00/ea.
Method C	39.00/ea.
Crushed Particle Analysis (CTM 205)	67.00/ea.
Cleaness Value (CTM 227)	67.00/ea.
Durability Index (CTM 229)	140.00/ea.
Specific Gravity & Absorption (CTM 206)	75.00/ea.
Plasticity Index (ASTM 4318)	162.00/ea.
Expansion Index (UBC Standard 18-2)	190.00/ea.
Unit Weight of Fresh Concrete (CTM 518)	Technician Hourly Rate
Ball Penetration (CTM 533)	Technician Hourly Rate
Air Content of Fresh Concrete (CTM 504)	Technician Hourly Rate
Sample Preparation Times	Technician Hourly Rate

Special Equipment Rates:

Computer Aided Design Software	\$10.00/hr.
Pachometer R-Meter	\$50.00/per day*
Stream Flow Meter	\$150.00/per day*
All Terrain Vehicle	\$45.00/per day*
Generator	\$45.00/per day*
Pump	\$20.00/per day*
GPS Equipment	\$600/per day*

Supplemental Billings:

Engineering Copies 24 X 36	\$3.00/sheet
Engineering Copies 18 X 26	\$2.00/sheet
Stereo Air Photos	\$18.00/pair
Assessor's Map Copies	\$2.00/sheet
Survey Monuments	\$3.00/each
Steel Fence Posts	\$3.00/each
Robotic Total Station	\$200/per day*

* One Day Minimum Charge

Invoices will be rendered monthly, as a final or progress billing, whichever applies, and are payable upon receipt, unless a mutually acceptable payment schedule has been established. Late Fees at a rate of 1 ½% per month, computed and charged monthly on the unpaid balances, shall be payable on accounts not paid within 30 days from invoice date.

ATTACHMENT #3

con no 1213-180-A1

CITY OF UKIAH
AMENDMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
DATED AUGUST 3, 2010

TERMS AND CONDITIONS

All terms and conditions of the Agreement for Professional Consulting Services dated August 3, 2010 shall remain in force and effect except as modified by this first amendment.

AUTHORIZATION

Upon execution of this amendment, service provider is authorized to provide the service described under the Scope of Additional Work identified in this Amendment No. 1.

SCOPE OF ADDITIONAL WORK

Work authorized by this amendment shall include that work described in the November 23, 2015 letter from Rau and Associates, Inc. A copy of said letter is included in this first amendment.

COMPENSATION

Compensation for the performance of the additional work shall be made on a time and expense basis at Consultant's customary fees. Expenses shall not exceed a maximum total cost of \$1,000.

RAU AND ASSOCIATES, INC.

BY:

George C. Rau
GEORGE C. RAU, P.E.
Principal

1-4-2016
DATE

CITY OF UKIAH

BY:

Sage Sangiacomo
SAGE SANGIACOMO
City Manager

1-6-15
DATE



CIVIL ENGINEERS • LAND SURVEYORS

November 23, 2015

RECEIVED

NOV 24 2015

**CITY OF UKIAH
DEPT. OF PUBLIC WORKS**

City of Ukiah
Attn: Tim Eriksen, Director of Public Works
Rick Seanor, Deputy Director of Public Works
300 Seminary Ave
Ukiah, CA, 95482

Job Number R10064.1

**RE: CHANGE TO SCOPE OF WORK: UPDATE PLANS FOR RECONSTRUCTION OF SIDE WALK ON
NORTH SIDE OF SMITH STREET IN UKIAH**

Gentlemen:

This letter is to request an amendment to our Agreement for Professional Consulting Services, dated August 10, 2010. RAU was authorized to provide a topographic map and the design to rehabilitate a segment of distressed sidewalk on the north side of East Smith Street, between the addresses of 262 East Smith Street and 274 East Smith Street in 2010. A review set of drawings was submitted in December, 2010, to the City for review and comment. We recently (September 9, 2015) received comments and a request to finalize the construction drawings.

Because of the length of time which elapsed since the plans were originally submitted, codes have changed and the drawing references need to be updated and checked against the current codes. There are also some changes which are necessary to make on six cross-sections to reduce the estimated cost of construction. Those changes will also result in some additional construction notes to assure that the contractor addresses paving grades properly as the work progresses.

Our "Schedule of Fees" for the original work was dated January 1, 2008. We have updated our Schedule of Fees since then. " Schedule of Fees – Table 33" is attached with our current rates.

The cost of this additional work is estimated to be in the range of \$800 to \$1,000 at our current hourly fee schedule.

Very truly yours,

George C. Rau, P.E.
President

Attachment: Schedule of Fees-Table 33

SCHEDULE OF FEES - Table 33

Effective September 1, 2015

Administration	\$60.00/hr.
Associate Civil Engineer	\$140.00/hr.
Chief of Party (PW)	\$135.00/hr.
Construction Inspector/QSP Specialist (PW)	\$128.00/hr.
Expert Witness/Testimony at Trial, Deposition, Arbitration	\$250.00/hr. (4 hour minimum)
GPS Operator	\$135.00/hr.
Instrument Operator (PW)	\$118.00/hr.
Materials Tester including PW (nuclear gauge charge may apply)	\$116.00/hr.
Outside Services	Cost + 15%
Project Coordinator	\$70.00/hr.
Registered Civil Engineer Principal	\$175.00/hr.
Rodman (PW)	\$115.00/hr.
Sr. Staff Engineer/Surveyor/QSP Specialist	\$115.00/hr.
Survey Manager	\$135.00/hr.
Technician I	\$38.00/hr.
Technician II	\$72.00/hr.
Vehicle Use (subject to change due to Internal Revenue Standards)	\$0.575/mile

Laboratory Tests:

Texture Analysis (Mendocino County Health Dept.)	\$ 45.00/ea.
Unit Dry Weight-Moisture Content (Tube Sample or Ped)	\$35.00/ea.
Sand Equivalent (CTM 217)	\$110.00/ea.
Sieve Analysis - Coarse Aggregates (CTM 202)	\$50.00/ea.
Sieve Analysis - Fine Aggregate (CTM 202)	\$90.00/ea.
Maximum Dry Density (ASTM D1557)	
4" Mold	\$205.00/ea.
6" Mold	\$235.00/ea.
Maximum Dry Density (ASTM D698)	\$190.00/ea.
Maximum Wet Density (CTM 216)	\$235.00/ea.
Unit Weight of Aggregate (CTM 212)	
Method A or B	\$55.00/ea.
Method C	\$39.00/ea.
Crushed Particle Analysis (CTM 205)	\$67.00/ea.
Cleanness Value (CTM 227)	\$67.00/ea.
Durability Index - Coarse (CTM 229)	\$140.00/ea.
Durability Index - Fine (CTM 229)	\$220.00/ea.
Specific Gravity & Absorption (CTM 206)	\$90.00/ea.
Plasticity Index (ASTM 4318)	\$162.00/ea.
Expansion Index (UBC Standard 18-2)	\$190.00/ea.
Unit Weight of Fresh Concrete (CTM 518)	Technician Hourly Rate
Ball Penetration (CTM 533)	Technician Hourly Rate
Air Content of Fresh Concrete (CTM 504)	Technician Hourly Rate
Sample Preparation Times	Technician Hourly Rate

Special Equipment Rates:

All Terrain Vehicle	\$45.00/per day*
Computer Aided Design Software	\$10.00/hr.
GPS Equipment	\$600/per day*
Nuclear Gauge	\$100/per day*
Robotic Total Station	\$200/per day*

Supplemental Billings:

Engineering Copies 24 X 36	\$3.00/sheet
Engineering Copies 18 X 26	\$2.00/sheet
Engineering Copies 11 X 17	\$1.00/sheet
Steel Fence Posts	\$8.00/each
Survey Monuments	\$3.00/each

* One Day Minimum Charge

Invoices will be rendered monthly, as a final or progress billing, whichever applies, and are payable upon receipt, unless a mutually acceptable payment schedule has been established. **Late Fees at a rate of 1 ½% per month, computed and charged monthly on the entire unpaid balances, shall be payable on accounts not paid within 30 days from invoice date.**

ATTACHMENT #4

CITY OF UKIAH
AMENDMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
DATED AUGUST 10, 2010

TERMS AND CONDITIONS

All terms and conditions of the Agreement for Professional Consulting Services dated August 10, 2010 shall remain in force and effect except as modified by this first amendment.

AUTHORIZATION

Upon execution of this amendment, service provider is authorized to provide the service described under the Scope of Additional Work identified in this Amendment No. 1.

SCOPE OF ADDITIONAL WORK

Work authorized by this amendment shall include that work described in the Change to Scope of Work dated June 10, 2010 also referred to as Attachment 1. A copy of said work is included in this first amendment.

COMPENSATION

Compensation for the performance of the additional work shall be made on a time and expense basis at Consultant's customary fees. Expenses shall not exceed a maximum total cost of \$9,896

RAU AND ASSOCIATES, INC

BY: George C. Rau
GEORGE C. RAU

GEORGE C. RAU
PRINT NAME

6/30/16
DATE

CITY OF UKIAH

BY: [Signature]
TIM E. ERIKSEN, P.E.
DIRECTOR OF PUBLIC WORKS

6/30/16
DATE



AND ASSOCIATES INC.

CIVIL ENGINEERS • LAND SURVEYORS

CLIENT'S COPY²⁰

June 10, 2016

RECEIVED

JUN 10 2016

City of Ukiah, Public Works Department
Attn: Tim Eriksen, Director of Public Works
Rick Seanor, Deputy Director of Public Works
300 Seminary Ave
Ukiah, CA, 95482

CITY OF UKIAH
DEPT. OF PUBLIC WORKS

Job Number R10064.1

RE: CHANGE TO SCOPE OF WORK: UPDATE PLANS FOR RECONSTRUCTION OF SIDE WALK ON NORTH SIDE OF SMITH STREET IN UKIAH TO INCLUDE ENTIRE WIDTH OF SMITH STREET FOR A LENGTH OF APPROXIMATELY 300 LINEAR FEET.

Gentlemen:

This letter is to request an amendment to our Agreement for Professional Consulting Services, dated August 10, 2010. The plans were updated in February, 2016, to bring the sidewalk and store entrances into compliance with the latest Disability Standards. Then a walk-through was conducted with you to field review the constraints and difficulties remaining after the sidewalk issues were resolved. As a result of a constructability review of the sidewalk alone on May 4, 2016, it was clear that the street surface was so irregular that it will not match the required grades of the new curb and gutter, which must conform to the sidewalk. In addition, the existing pavement surface of one driveway on the north side will not conform to the grades of the planned back of sidewalk and there is no way to modify the planned sidewalk grades in a manner that they meet existing pavement grade and still conform to Accessibility Standards.

Therefore, it was the consensus that the entire street should be reconstructed, except for the curb gutter and sidewalk on the south side which was done to current standards a few years ago and is not deteriorating. As part of that reconstruction, a right of entry will be required to modify the way the pavement on private property conforms to the new back of sidewalk. A concrete walkway to an entrance to a building on private property must be raised to conform to the new planned grades for a distance of approximately 5 feet in length.

This request for an amendment identifies four tasks which must be completed in order to put the project out to bid.

Task 1 – Project Management and Coordination

This task includes developing a scope of work to conform to the needs of the conditions on Smith Street, review of work in progress with the City Public Works Department, and coordinating the work product for delivery to the City Public Works Department.

The cost of this task is estimated to be \$875.

Task 2 – Plan Modifications

The plans must be modified to add the entire paved section of the street. Work will include developing a centerline profile which will match the lip of gutter grades planned for the new sidewalk, curb and gutter. Construction notes will be added to describe how the street work must be done.

In addition, the westerly driveway on the north side of Smith Street must have a short transition designed on private property to allow the paved area on the private property to conform properly with the new back of sidewalk on Smith Street.

It is anticipated that the street improvement project can be done as an informal contract and formal contract documents, including technical specifications, will not be necessary.

The cost of this task is estimated to be \$4,400.

Task 3 – Right of Entry

A construction right of entry must be obtained from the landowner to allow the City to have a contractor work on private property to construct transitions which conform to Accessibility Standards at 7 doorways. Also pavement on a private driveway must be constructed to conform to the new back of sidewalk over a short transition area. These activities on private property must have a construction right of entry developed with an exhibit showing the areas of entry.

The estimated cost of this task is \$1,160.

Task 4 – Construction Review and Testing

During construction it is anticipated that there will be areas of the subgrade exposed which will require special treatment. These areas will be reviewed by a geotechnical engineer from our firm. It is anticipated that a geogrid such as TX-5 by Tensar will be recommended to be installed to assist in bridging over the areas without significant sub-excavation and re-compaction. The structural section recommended is 1.0 foot of aggregate base to support 0.4 feet of hot mix asphalt applied in two layers. This structural section overlaid on a geogrid should be able to bridge over the expected soft spots. We would observe and approve the condition of the subgrade soils prior to the installation of the geogrid, but no compaction testing of the subgrade will be performed.

Compaction testing will be done on the surface of the aggregate base before the street is paved to assure that the base has been adequately compacted. One maximum dry density test will be performed on the aggregate base material to provide a proctor test for the compaction of the aggregate base. A proof-roll test will also be conducted to assure a firm and stable surface has been established for the pavement layers to be applied.

A brief letter report of conditions encountered and the results of the compaction testing will complete the construction phase work.

The estimated cost of this task is \$3,460.

Tasks Not Included, But Which Could be Added by Amendment

Formal construction documents are not anticipated to be required.

Construction staking is not included.

Aggregate testing of aggregate base and hot mix asphalt is not included.

Compaction testing of hot mix asphalt is not included.

Our "Schedule of Fees" for the original work was dated January 1, 2008. We have updated our Schedule of Fees since then. "Schedule of Fees – Table 33" is attached with our current rates.

June 10, 2016

The cost of this additional work is estimated to be a maximum of \$9,900 at our current hourly fee schedule.

Very truly yours,

A handwritten signature in dark ink, appearing to read "George C. Rau". The signature is fluid and cursive, with the first name "George" being more prominent.

George C. Rau, P.E.
President

Attachment: Task-Hour Breakdown
Schedule of Fees-Table 33

Fee Schedule 33

Job No. R10064.1

Job Name: Smith Street Rehab

Date: 6-10-2016

PHASES		Task 1 PM and Coord		Task 2 Plan Modifications		Task 3 Right of Entry		Task 4 Construction Review		Const Staking	
	Rate/Cost	hrs/ cost	total	hrs/ cost	total	hrs/ cost	total	hrs/ cost	total	hrs/ cost	total
Registered Civil Engineer Principal	175	5	\$ 875.00	12	\$ 2,100.00	4	\$ 700.00	12	\$ 2,100.00		\$ -
Associate Civil Engineer	140		\$ -		\$ -		\$ -		\$ -		\$ -
Survey Manager	135		\$ -		\$ -		\$ -		\$ -		\$ -
Chief of Party (PW)	135		\$ -		\$ -		\$ -		\$ -		\$ -
GPS Specialist	135		\$ -		\$ -		\$ -		\$ -		\$ -
Construction Inspector (PW)	128		\$ -		\$ -		\$ -		\$ -		\$ -
Instrument Operator (PW)	118		\$ -		\$ -		\$ -		\$ -		\$ -
Materials Tester (PW)	(w/o)										
Nuclear Gauge Charge	116		\$ -		\$ -		\$ -	6	\$ 696.00		\$ -
Sr. Staff Engineer	115		\$ -	20	\$ 2,300.00	4	\$ 460.00	4	\$ 460.00		\$ -
Rodman (PW)	115		\$ -		\$ -		\$ -		\$ -		\$ -
QSD/QSP Specialist (non PW)	110		\$ -		\$ -		\$ -		\$ -		\$ -
Technician II	72		\$ -		\$ -		\$ -		\$ -		\$ -
Project Coordinator	70		\$ -		\$ -		\$ -		\$ -		\$ -
Administrative	60		\$ -		\$ -		\$ -		\$ -		\$ -
Technician I	38										
Vehicle Use (miles)	0.575		\$ -		\$ -		\$ -		\$ -		\$ -
RTK GPS Equipment (per day)	600		\$ -		\$ -		\$ -		\$ -		\$ -
Lab Unit Prices	0		\$ -		\$ -		\$ -		\$ -		\$ -
Computer Hours	10		\$ -		\$ -		\$ -		\$ -		\$ -
Permit Fees	0		\$ -		\$ -		\$ -		\$ -		\$ -
Backhoe and Operator	100		\$ -		\$ -		\$ -		\$ -		\$ -
Outside Service	cost + 15%		\$ -		\$ -		\$ -		\$ -		\$ -
Reimbursables	cost		\$ -		\$ -		\$ -		\$ -		\$ -
BUDGET FOR PHASE		5	\$ 875.00	32	\$ 4,400.00	8	\$ 1,160.00	22	\$ 3,256.00	0	\$ -

PW = Prevailing Wages

4 field re-topo

2 trips

- (1) Title Report=
- (2) Map Checking Fees=
- (3) Recording Fees=
- (4) Monuments=

18 stions staking

Subtotal 0

Total Sheet 1	\$ 9,691.00
Total Sheet 2	\$ -
Total Sheet 3	\$ -
Total Sheet 4	\$ -
Reimbursables	\$ 205.00
GRAND TOTAL=	\$ 9,896.00

SCHEDULE OF FEES - Table 33

Effective September 1, 2015

Administration	\$60.00/hr.
Associate Civil Engineer	\$140.00/hr.
Chief of Party (PW)	\$135.00/hr.
Construction Inspector/QSP Specialist (PW)	\$128.00/hr.
Expert Witness/Testimony at Trial, Deposition, Arbitration	\$250.00/hr. (4 hour minimum)
GPS Operator	\$135.00/hr.
Instrument Operator (PW)	\$118.00/hr.
Materials Tester including PW (nuclear gauge charge may apply)	\$116.00/hr.
Outside Services	Cost + 15%
Project Coordinator	\$70.00/hr.
Registered Civil Engineer Principal	\$175.00/hr.
Rodman (PW)	\$115.00/hr.
Sr. Staff Engineer/Surveyor/QSP Specialist	\$115.00/hr.
Survey Manager	\$135.00/hr.
Technician I	\$38.00/hr.
Technician II	\$72.00/hr.
Vehicle Use (subject to change due to Internal Revenue Standards)	\$0.54/mile

Laboratory Tests:

Texture Analysis (Mendocino County Health Dept.)	\$ 45.00/ea.
Unit Dry Weight-Moisture Content (Tube Sample or Ped)	\$35.00/ea.
Sand Equivalent (CTM 217)	\$110.00/ea.
Sieve Analysis - Coarse Aggregates (CTM 202)	\$50.00/ea.
Sieve Analysis - Fine Aggregate (CTM 202)	\$90.00/ea.
Maximum Dry Density (ASTM D1557)	
4" Mold	\$205.00/ea.
6" Mold	\$235.00/ea.
Maximum Dry Density (ASTM D698)	\$190.00/ea.
Maximum Wet Density (CTM 216)	\$235.00/ea.
Unit Weight of Aggregate (CTM 212)	
Method A or B	\$55.00/ea.
Method C	\$39.00/ea.
Crushed Particle Analysis (CTM 205)	\$67.00/ea.
Cleanness Value (CTM 227)	\$67.00/ea.
Durability Index - Coarse (CTM 229)	\$140.00/ea.
Durability Index - Fine (CTM 229)	\$220.00/ea.
Specific Gravity & Absorption (CTM 206)	\$90.00/ea.
Plasticity Index (ASTM 4318)	\$162.00/ea.
Expansion Index (UBC Standard 18-2)	\$190.00/ea.
Unit Weight of Fresh Concrete (CTM 518)	Technician Hourly Rate
Ball Penetration (CTM 533)	Technician Hourly Rate
Air Content of Fresh Concrete (CTM 504)	Technician Hourly Rate
Sample Preparation Times	Technician Hourly Rate

Special Equipment Rates:

All Terrain Vehicle	\$45.00/per day*
Computer Aided Design Software	\$10.00/hr.
GPS Equipment	\$600/per day*
Nuclear Gauge	\$100/per day*
Robotic Total Station	\$200/per day*

Supplemental Billings:

Engineering Copies 24 X 36	\$3.00/sheet
Engineering Copies 18 X 26	\$2.00/sheet
Engineering Copies 11 X 17	\$1.00/sheet
Steel Fence Posts	\$8.00/each
Survey Monuments	\$3.00/each

* One Day Minimum Charge

Invoices will be rendered monthly, as a final or progress billing, whichever applies, and are payable upon receipt, unless a mutually acceptable payment schedule has been established. **Late Fees at a rate of 1 ½% per month, computed and charged monthly on the entire unpaid balances, shall be payable on accounts not paid within 30 days from invoice date.**

ATTACHMENT #5

CITY OF UKIAH
AMENDMENT NO. 3
TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
DATED AUGUST 3, 2010

TERMS AND CONDITIONS

All terms and conditions of the Agreement for Professional Consulting Services dated August 3, 2010; the First Amendment dated January 6, 2016; and the Second Amendment dated June 30, 2016 shall remain in force and effect except as modified by this third amendment.

AUTHORIZATION

Upon execution of this amendment, service provider is authorized to provide the service described under the Scope of Additional Work identified in this Amendment No. 3.

SCOPE OF ADDITIONAL WORK

Work authorized by this amendment shall include that work described in the November 4, 2016 letter proposal from Rau and Associates, Inc. A copy of said letter is included in this third amendment.

COMPENSATION

Compensation for the performance of the additional work shall be made on a time and expense basis at Consultant's customary fees. Expenses shall not exceed a maximum total cost of \$9,930

RAU AND ASSOCIATES, INC

BY: 
GEORGE C. RAU

GEORGE C. RAU
PRINT NAME

11-28-2016
DATE

CITY OF UKIAH

BY: 
SAGE SANGIACOMO
CITY MANAGER

1-6-17
DATE



AND ASSOCIATES INC.

CIVIL ENGINEERS • LAND SURVEYORS

November 4, 2016

City of Ukiah, Public Works Department
Attn: Tim Eriksen, Director of Public Works
Rick Seanor, Deputy Director of Public Works
300 Seminary Ave
Ukiah, CA, 95482

Job Number R10064.1

RE: CHANGE TO SCOPE OF WORK: PREPARE CONTRACT SPECIFICATION PACKAGE FOR RECONSTRUCTION OF SMITH STREET IN UKIAH TO INCLUDE ENTIRE WIDTH OF SMITH STREET, TOGETHER WITH SIDEWALK, CURB AND GUTTER ON NORTH SIDE, FOR A LENGTH OF APPROXIMATELY 300 LINEAR FEET; CONSTRUCTION STAKING.

Gentlemen:

This letter is to request an amendment to our Agreement for Professional Consulting Services, dated August 10, 2010. The plans were updated in September, 2016, to expand the project to cover the entire asphalt paved area of the street as well as to replace the distressed sidewalk and store entrances to bring them into compliance with the latest Disability Standards. Upon completion of the construction drawings, an opinion of probable construction costs was developed by your office and it was found to exceed the amount which could be contracted under an informal contract. Now formal contract specifications and documents must be prepared to put the project out to bid. You requested that we provide a cost to prepare the construction specifications to put the project out to formal bid.

In addition, since the project has some complexity in grading the sidewalks and conforming to the curb and gutter and street surface, you requested that we provide you a cost to do the construction staking..

This request for an amendment identifies three additional tasks which must be completed in order to put the project out to bid and have it staked for construction.

Amendment 3 - Task 1 – Preparation of Contract Documents

This task includes using the standard construction contract form provided by the City Public Works Department, and modifying it to conform to the requirements of the Smith Street Rehabilitation Project. The technical specification section will be modified/developed to address the specific construction project on Smith Street. We have requested Diana Steele PE, Consulting, to assist us in developing these contract documents. Diana has had recent experience with the City of Ukiah Contract Form on another project and served as the Public Works Director/City Engineer for the City of Ukiah in the past.

The deliverable for this task will be one hard copy and a CD with the electronic version to enable the City to print the contract documents and distribute them for bidding purposes.

The cost of this task is estimated to be \$3,300.

Amendment 3 - Task 2 – Bid Assistance

RAU will assist the City as needed and requested to answer questions from prospective bidders during the bid period. An allowance of six hours for Diana Steele and two hours for George Rau has been included in this task.

The cost of this task is estimated to be \$1,130.

Amendment 3 - Task 3 – Construction Staking

Construction staking is anticipated to be done in two steps. The first step will be to stake the curb, gutter and sidewalk to conform to accessible standards. It is assumed that the contractor will cut the street two or three feet from the current lip on gutter on the north side, then construct the curb and gutter, then construct the accessible sidewalk. Initial stakes will include an offset from the face of curb and a line stake to a corner of each doorway. At each doorway, finish grade will be marked with paint or a small nail to establish the finish grade elevation at each side of each entry. There are seven entries and a long driveway to be demolished and staked. This requires 17 or 18 lines of stakes or other markings initially.

The second phase is anticipated to be after the sidewalk curb and gutter is completed. Then the contractor will remove the street pavement section and reconstruct it. There are 8 locations along the street centerline to stake for proper grading.

The estimated cost of this task is \$5,500.

Our "Schedule of Fees" for the original work was dated January 1, 2008. We have updated our Schedule of Fees since then. "Schedule of Fees – Table 33" is attached to Amendment #2 which has already been approved.

The cost of this additional work is estimated to be a maximum of \$9,930 at our current hourly fee schedule, including \$3,380 for Diana Steele PE Consulting, with no markup.

Very truly yours,



George C. Rau, P.E.
President

Attachment: Task-Hour Breakdown

Fee Schedule 33

Job No. R10064.1 - Amendment 3

Job Name: Smith Street Rehab

Date: 11-4-16

PHASES			Amend #3 T-1		Amend #3 T-2		Amend #3 T-3			
			Contract Docs		Bid Assistance		Construction Staking			
	Rate/Cost		hrs/ cost	total	hrs/ cost	total	hrs/ cost	total	hrs/ cost	total
Registered Civil Engineer Principal	175		4	\$ 700.00	2	\$ 350.00	3	\$ 525.00		\$ -
Associate Civil Engineer	140			\$ -		\$ -		\$ -		\$ -
Diana Steele PE	130		20	\$ 2,600.00	6	\$ 780.00		\$ -		\$ -
Chief of Party (PW)	135			\$ -		\$ -	16	\$ 2,160.00		\$ -
GPS Specialist	135			\$ -		\$ -		\$ -		\$ -
Construction Inspector (PW)	128			\$ -		\$ -		\$ -		\$ -
Instrument Operator (PW)	118			\$ -		\$ -	8	\$ 944.00		\$ -
Materials Tester (PW)	(w/o)									
Nuclear Gauge Charge)	116			\$ -		\$ -		\$ -		\$ -
Sr. Staff Engineer	115			\$ -		\$ -	4	\$ 460.00		\$ -
Rodman (PW)	115			\$ -		\$ -	8	\$ 920.00		\$ -
QSD/QSP Specialist (non PW)	110			\$ -		\$ -		\$ -		\$ -
Technician II	72			\$ -		\$ -		\$ -		\$ -
Project Coordinator	70			\$ -		\$ -		\$ -		\$ -
Administrative	60			\$ -		\$ -		\$ -		\$ -
Technician I	38									
Vehicle Use (miles)	0.575			\$ -		\$ -	20	\$ 11.50		\$ -
Robotic Total Station, per Day	200			\$ -		\$ -	2	\$ 400.00		\$ -
Lab Unit Prices	0			\$ -		\$ -		\$ -		\$ -
Computer Hours	10			\$ -		\$ -	8	\$ 80.00		\$ -
Permit Fees	0			\$ -		\$ -		\$ -		\$ -
Backhoe and Operator	100			\$ -		\$ -		\$ -		\$ -
Outside Service	cost + 15%			\$ -		\$ -		\$ -		\$ -
Reimbursables	cost			\$ -		\$ -		\$ -		\$ -
BUDGET FOR PHASE			24	\$ 3,300.00	8	\$ 1,130.00	39	\$ 5,500.50	0	\$ -
									0	\$ -

PW = Prevailing Wages

(1) Title Report=	
(2) Map Checking Fees=	
(3) Recording Fees=	
(4) Monuments=	
Subtotal	0

Total Sheet 1	\$ 9,930.50
Total Sheet 2	\$ -
Total Sheet 3	\$ -
Total Sheet 4	\$ -
Reimbursables	\$ -
GRAND TOTAL=	\$ 9,930.50



AGENDA SUMMARY REPORT

SUBJECT: Report of Amendments to the Existing Audit Contract with Van Lant & Fankhanel for a Total Amount of \$24,700, and Approval to Amend the Contract for an Additional \$3,500.

DEPARTMENT: Finance

PREPARED BY: Mary Horger

ATTACHMENTS:

[Attachment 1 - Contract 1415197 - Auditing Services](#)

[Attachment 2 - A1 THRU A5](#)

Summary: Council will receive a report of amendments to the existing audit contract with Van Lant & Fankhanel for a total amount of \$24,700, and consider the approval of amending the contract for an additional \$3,500.

Background: On May 6, 2015, Council awarded a five-year contract with Van Lant & Fankhanel in the amount of \$175,100 to perform yearly auditing services for fiscal years ending 2015, 2016, 2017, 2018 and 2019. Please see Attachment 1 for copy of contract. The scope of services included were the following: Report of Financial Transactions to the State Controller, Street Report, Schedule of Qualifying Liability Premium Expenditures, Report of Financial Transactions, Qualifying Liability Premium Expenditures, and reviewing of the basic financial statements for the Comprehensive Annual Financial Report (CAFR). Council's award approval included allowing two two-year extensions if found appropriate by staff, and with available Council approved budgeted funds for this purpose.

RECOMMENDED ACTION: Receive report of amendments to existing audit contract with Van Lant & Fankhanel for a total amount of \$24,700, and approval to amend the contract for an additional \$3,500.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 10013400.52100: \$34,852.41

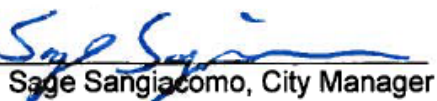
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: General Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Cou No. 1415-197

COORDINATED WITH: Dan Buffalo, Finance Director

Approved: _____


Sage Sangiacomo, City Manager

Discussion: Van Lant & Fankhanel are on the fourth year of their five-year Audit agreement with the City. During the course of their performance of the scope of services, \$24,700 of additional services, of which \$7,190 was above staff change order authority, were added as listed below (please see Attachment 2 for a copy of change requests):

\$14,000: Audit of the Transportation Development Act (TDA) Funds for fiscal years ending 2015, 2016, 2017 and 2018 (was missed in the scope of services as defined in the original Request for Proposal).

\$1,500: Review of the California Integrated Waste Management Board Financial Assurances for the Landfill Closure and Post Closure Project

\$3,000: Additional support services performed for the fiscal year ending 2017 audit.

\$6,200: Ukiah Valley Sanitation District (UVSD) deposition support.

Staff is requesting authorization to additionally amend the contract in the amount of \$3,500 to add auditing the TDA funds for fiscal year ending 2019.

AGREEMENT FOR AUDITING SERVICES

This Agreement, made and entered into this 12th day of May, 2015 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and Van Lant & Fankhanel, a limited liability partnership organized and in good standing under the laws of the state of California, hereinafter referred to as "Consultant".

RECITALS

This Agreement is predicated on the following facts:

- a. City requires consulting services related to providing auditing services.
- b. Consultant represents that it has the qualifications, skills, experience and properly licensed to provide these services, and is willing to provide them according to the terms of this Agreement.
- c. City and Consultant agree upon the Scope-of-Work and Work Schedule attached hereto as Attachment "A" and Attachment "C", describing contract provisions for the project and setting forth the completion dates for the various services to be provided pursuant to this Agreement.

TERMS OF AGREEMENT

1.0 DESCRIPTION OF PROJECT

- 1.1 The Project is described in detail in the attached Scope-of-Work (Attachment "A").

2.0 SCOPE OF SERVICES

- 2.1 As set forth in Attachment "A" and Attachment "C" – Attachment "C" may be revised annually, in writing, signed by both parties.
- 2.2. Additional Services. Additional services, if any, shall only proceed upon written agreement between City and Consultant. The written Agreement shall be in the form of an Amendment to this Agreement.

3.0 CONDUCT OF WORK

- 3.1 Time of Completion. Consultant shall commence performance of services as required by the Scope-of-Work upon receipt of a Notice to Proceed from City. Auditing services are to be performed for fiscal years ending 2015, 2016, 2017, 2018 and 2019. Consultant shall complete the work to the City's reasonable satisfaction; even if contract disputes arise or Consultant contends it is entitled to further compensation.

4.0 COMPENSATION FOR SERVICES

- 4.1 Basis for Compensation. For the performance of the professional services of this Agreement, Consultant shall be compensated on a time and expense basis not to exceed a guaranteed maximum dollar amount of \$175,100. Labor charges shall be based upon hourly billing rates for the various classifications of personnel employed by

Consultant to perform the Scope of Work as set forth in the attached Attachment "B", which shall include all indirect costs and expenses of every kind or nature, except direct expenses. The direct expenses and the fees to be charged for same shall be as set forth in Attachment "B". Consultant shall complete the Scope of Work for the not-to-exceed guaranteed maximum, even if actual time and expenses exceed that amount.

- 4.2 Changes. Should changes in compensation be required because of changes to the Scope-of-Work of this Agreement, the parties shall agree in writing to any changes in compensation. "Changes to the Scope-of-Work" means different activities than those described in Attachment "A" and "C", and not additional time to complete those activities than the parties anticipated on the date they entered this Agreement.
- 4.3 Sub-contractor Payment. The use of sub-consultants or other services to perform a portion of the work of this Agreement shall be approved by City prior to commencement of work. The cost of sub-consultants shall be included within guaranteed not-to-exceed amount set forth in Section 4.1.
- 4.4 Terms of Payment. Payment to Consultant for services rendered in accordance with this contract shall be based upon submission of monthly invoices for the work satisfactorily performed prior to the date of the invoice less any amount already paid to Consultant, which amounts shall be due and payable thirty (30) days after receipt by City. The invoices shall provide a description of each item of work performed, the time expended to perform each task, the fees charged for that task, and the direct expenses incurred and billed for. Invoices shall be accompanied by documentation sufficient to enable City to determine progress made and to support the expenses claimed.

5.0 ASSURANCES OF CONSULTANT

- 5.1 Independent Contractor. Consultant is an independent contractor and is solely responsible for its acts or omissions. Consultant (including its agents, servants, and employees) is not the City's agent, employee, or representative for any purpose.

It is the express intention of the parties hereto that Consultant is an independent contractor and not an employee, joint venturer, or partner of City for any purpose whatsoever. City shall have no right to, and shall not control the manner or prescribe the method of accomplishing those services contracted to and performed by Consultant under this Agreement, and the general public and all governmental agencies regulating such activity shall be so informed.

Those provisions of this Agreement that reserve ultimate authority in City have been inserted solely to achieve compliance with federal and state laws, rules, regulations, and interpretations thereof. No such provisions and no other provisions of this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Consultant and City.

Consultant shall pay all estimated and actual federal and state income and self-employment taxes that are due the state and federal government and shall furnish and pay worker's compensation insurance, unemployment insurance and any other benefits required by law for himself and his employees, if any. Consultant agrees to indemnify and hold City and its officers, agents and employees harmless from and against any claims or demands by federal, state or local government agencies for any such taxes or benefits due but not paid by Consultant, including the legal costs associated with defending against any audit, claim, demand or law suit.

Consultant warrants and represents that it is a properly licensed professional or professional organization with a substantial investment in its business and that it maintains its own offices and staff which it will use in performing under this Agreement.

- 5.2 Conflict of Interest. Consultant understands that its professional responsibility is solely to City. Consultant has no interest and will not acquire any direct or indirect interest that would conflict with its performance of the Agreement. Consultant shall not in the performance of this Agreement employ a person having such an interest. If the City Manager determines that the Consultant has a disclosure obligation under the City's local conflict of interest code, the Consultant shall file the required disclosure form with the City Clerk within 10 days of being notified of the City Manager's determination.

6.0 INDEMNIFICATION

- 6.1 Insurance Liability. Without limiting Consultant's obligations arising under Paragraph 6.2 Consultant shall not begin work under this Agreement until it procures and maintains for the full period of time allowed by law, surviving the termination of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with its performance under this Agreement.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office ("ISO) Commercial General Liability Coverage Form No. CG 20 10 10 01 and Commercial General Liability Coverage – Completed Operations Form No. CG 20 37 10 01.
2. ISO Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 "any auto" or Code 8, 9 if no owned autos and endorsement CA 0025.
3. Worker's Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to the work performed under this Agreement, or the aggregate limit shall be twice the prescribed per occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

3. Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

4. Errors and Omissions liability: \$1,000,000 per occurrence.

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, hired or borrowed by the Consultant for the full period of time allowed by law, surviving the termination of this Agreement. The coverage shall contain no special limitations on the scope-of-protection afforded to the City, its officers, officials, employees or volunteers.
- b. The Consultant's insurance coverage shall be primary insurance as respects 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 Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from Consultant's performance of the work, pursuant to this Agreement.

3. Professional Liability Coverage

If written on a claims-made basis, the retroactivity date shall be the effective date of this Agreement. The policy period shall extend one year from completion of services.

4. All Coverages

Each Insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with admitted California insurers with an A.M. Best's rating of no less than A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit rating.

F. Verification of Coverage

Consultant shall furnish the City with Certificates of Insurance and with original Endorsements effecting coverage required by this Agreement. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates and Endorsements are to be on forms provided or approved by the City. Where by statute, the City's Workers' Compensation - related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All Certificates and Endorsements are to be received and approved by the City before Consultant begins the work of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. If Consultant fails to provide the coverages required herein, the City shall have the right, but not the obligation, to purchase any or all of them. In that event, the cost of insurance becomes part of the compensation due the contractor after notice to Consultant that City has paid the premium.

G. Subcontractors

Consultant shall include all subcontractors or sub-consultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor or sub-consultant. All coverage for sub-contractors or sub-consultants shall be subject to all insurance requirements set forth in this Paragraph 6.1.

6.2 Indemnification. Notwithstanding the foregoing insurance requirements, and in addition thereto, Consultant agrees, for the full period of time allowed by law, surviving the termination of this Agreement, to indemnify the City for any claim, cost or liability that arises out of, or pertains to, or relates to any negligent act or omission or the willful misconduct of Consultant in the performance of services under this contract by Consultant, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful

misconduct or defects in design by the City, or arising from the active negligence of the City.

"Indemnify," as used herein includes the expenses of defending against a claim and the payment of any settlement or judgment arising out of the claim. Defense costs include all costs associated with defending the claim, including, but not limited to, the fees of attorneys, investigators, consultants, experts and expert witnesses, and litigation expenses.

References in this paragraph to City or Consultant, include their officers, employees, agents, and subcontractors.

7.0 CONTRACT PROVISIONS

- 7.1 Ownership of Work. All documents furnished to Consultant by City and all documents or reports and supportive data prepared by Consultant under this Agreement are owned and become the property of the City upon their creation and shall be given to City immediately upon demand and at the completion of Consultant's services at no additional cost to City. Deliverables are identified in the Scope-of-Work, Attachment "A". All documents produced by Consultant shall be furnished to City in digital format and hardcopy. Consultant shall produce the digital format, using software and media approved by City.
- 7.2 Governing Law. Consultant shall comply with the laws and regulations of the United States, the State of California, and all local governments having jurisdiction over this Agreement. The interpretation and enforcement of this Agreement shall be governed by California law and any action arising under or in connection with this Agreement must be filed in a Court of competent jurisdiction in Mendocino County.
- 7.3 Entire Agreement. This Agreement plus its Attachment(s) and executed Amendments set forth the entire understanding between the parties.
- 7.4 Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.
- 7.5 Modification. No modification of this Agreement is valid unless made with the agreement of both parties in writing.
- 7.6 Assignment. Consultant's services are considered unique and personal. Consultant shall not assign, transfer, or sub-contract its interest or obligation under all or any portion of this Agreement without City's prior written consent.
- 7.7 Waiver. No waiver of a breach of any covenant, term, or condition of this Agreement shall be a waiver of any other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.
- 7.8 Termination. This Agreement may only be terminated by either party: 1) for breach of the Agreement; 2) because funds are no longer available to pay Consultant for services provided under this Agreement; or 3) City has abandoned and does not wish to complete the project for which Consultant was retained. A party shall notify the other party of any alleged breach of the Agreement and of the action required to cure the breach. If the breaching party fails to cure the breach within the time specified in the notice, the contract shall be terminated as of that time. If terminated for lack of funds or

abandonment of the project, the contract shall terminate on the date notice of termination is given to Consultant. City shall pay the Consultant only for services performed and expenses incurred as of the effective termination date. In such event, as a condition to payment, Consultant shall provide to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, subject to off-set for any direct or consequential damages City may incur as a result of Consultant's breach of contract.

7.9 Execution of Agreement. This Agreement may be executed in duplicate originals, each bearing the original signature of the parties. Alternatively, this Agreement may be executed and delivered by facsimile or other electronic transmission, and in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. When executed using either alternative, the executed agreement shall be deemed an original admissible as evidence in any administrative or judicial proceeding to prove the terms and content of this Agreement.

8.0 NOTICES

Any notice given under this Agreement shall be in writing and deemed given when personally delivered or deposited in the mail (certified or registered) addressed to the parties as follows:

CITY OF UKIAH
DEPT. OF FINANCE
300 SEMINARY AVENUE
UKIAH, CALIFORNIA 95482-5400

VAN LANT & FANKHANEL, LLP
GREG W. FANKHANEL
25901 KELLOGG STREET
LOMA LINDA, CALIFORNIA 92354

9.0 SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement the Effective Date:

VAN LANT & FANKHANEL, LLP

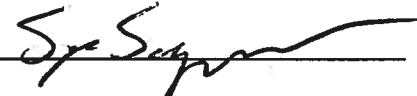
BY: Greg Fankhanel
Digitally signed by Greg Fankhanel
DN: cn=Greg Fankhanel, o=Van Lant & Fankhanel, LLP,
ou, email=gfankhanel@vllcpa.com, c=US
Date: 2015.05.21 08:41:23 -0700

May 21, 2015
Date

PRINT NAME: Greg Fankhanel

46-1814856
IRS IDN Number

CITY OF UKIAH

BY: 
CITY MANAGER

7-10-15
Date

ATTEST

Kristine Hanley
CITY CLERK

CONTRACT #1415197

7/13/15
Date

ATTACHMENT A - SCOPE OF SERVICES

The scope of services shall include tasks described below, as well as other elements or modifications, which may be suggested by firms presenting proposals to better meet the needs of the City. All services shall be provided in accordance with the City's standard Professional Services Agreement.

Services shall include the audit of the financial statements of the City of Ukiah (City) for the fiscal year ending June 30, 2015 and the subsequent four (4) fiscal years ending June 2016, 2017, 2018 and 2019. These audits are to be performed in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, issued by the Comptroller General of the United States and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. These standards include generally accepted auditing standards as adopted by the membership of the American Institute of Certified Public Accountants (AICPA).

The City finance staff will provide normal cooperation and assistance during the audit, including typing of confirmation requests, pulling and refilling of supporting documents and reconciliations of major asset and liability balances.

Tasks to also include:

1. Perform an audit of basic financial statements of the City of Ukiah as of and for the year ended June 30, 2015 and the subsequent four (4) years. The audit will be conducted in accordance with generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and (if required) the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133.
2. The audit must include tests of the accounting records of the City as well as the determination of the major program(s) in accordance with Circular A-133 and other procedures deemed necessary for the audit team to express an unmodified opinion that the financial statements are fairly presented in all material respects, in conformity with generally accepted accounting principles and to report on the schedule of expenditures of federal awards and on the City's compliance with laws and regulations and their internal control procedures.
3. The audit firm shall provide non-attest services, and shall compile the following reports from data that the City shall provide:
 - a. Annual Report of Financial Transactions to the State Controller of the City of Ukiah.
 - b. Annual Street Report of the City of Ukiah
 - c. Annual Schedule of Qualifying Liability Premium Expenditures to be submitted to the Redwood Empire Municipal Insurance Fund.
 - d. The Annual Street Report (in electronic form) shall be ready for submission to the State Controller no less than one week before the September 30 filing date each fiscal year. The City shall be provided with a hard copy of the report for review and approval prior to the electronic submission.
 - e. The Annual Report of Financial Transactions (in electronic form) shall be ready for submission no later than one week before the statutory filing deadline. The audit firm shall provide the City with a hard copy for review before the electronic submission.
 - f. The Schedule of Qualifying Liability Premium Expenditures shall be submitted to the City by December 15 of each fiscal year.
 - g. Draft the basic financial statements for the Comprehensive Annual Financial Report (CAFR). The City will be responsible for the preparation of the statistical section of the report.
4. Working Paper Retention - All working papers and reports must be retained at the auditor's expense for a minimum of seven years, unless the firm is notified in writing by the City of Ukiah of the need to extend the retention period. The auditor will be required to make working papers available to the City of Ukiah

or any government agencies included in the audit of federal grants. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

5. Work Timetable

Due Date	Task
June	Audit Planning and Interim Audit Work - Preliminary Audit work should take place during June. Documentation of systems of internal control and compliance and transaction testing should be completed during the interim stage.
One week before statutory filing deadline.	Annual Report of Financial Transactions submitted.
September 23	Annual Street Report submitted.
October 31	Final Audit - The audit fieldwork should be completed no later than this date.
November 30	Draft Reports - Draft copies of the audit reports and management recommendations and any other relevant documentation should be prepared and issued.
December 15	Final Reports submitted.



March 23, 2015

City of Ukiah
Attn: Mary Horger, Purchasing Supervisor
411 West Clay Street
Ukiah, California 95482

We are pleased to present this audit cost proposal. We have provided you with a significant amount of information about our firm, our service approach to auditing and the individuals who will serve you. We are committed to provide the highest level of service to the City of Ukiah at a reasonable cost. Our proposed audit fees are presented as follows:

Total Not-To-Exceed Audit Fees

Service	Fiscal Year Ending June 30,				
	2015	2016	2017	2018	2019
City Audit and CAFR	\$ 27,000	\$ 27,000	\$ 27,000	\$ 27,500	\$ 27,500
GANN Limit Review	-	-	-	-	-
Single Audit	3,200	3,200	3,200	3,300	3,300
Sched. of Qualifying Liab. Premium Exp.	1,500	1,500	1,500	1,500	1,500
State Controller's Report	2,000	2,000	2,000	2,100	2,100
Street Report	1,000	1,000	1,000	1,100	1,100
Total Maximum Cost	\$ 34,700	\$ 34,700	\$ 34,700	\$ 35,500	\$ 35,500

This proposal is based on the current audit scope, and is made with the assumption that the City's books and records will be in a reasonably balanced condition and reconciled at the start of the audit and that the representations made to us during this proposal process will remain effective throughout our engagement. The above fees for Single Audit are based on the assumption that the Single Audit will include no more than two major programs, in accordance with OMB Circular A-133.

VLF agrees that the City may broaden the scope of our engagement and we agree to hold ourselves available to perform such additional work as the City may desire. A progress billing will be submitted following our preliminary audit procedures. Interim billings will cover a period of not less than a calendar month. A final billing will be submitted upon delivery of all required reports. No billings will be made for out-of-pocket expenses or any other expenses such as typing, clerical, printing or travel costs.

We estimate approximately 365 hours each fiscal year to perform the engagements. The following represents our proposed hourly rates for the first three fiscal years. Hourly rates for subsequent fiscal years would increase by approximately 3% to 5%:

Level of Staff	Hourly Rates
Partners	\$ 160
Managers	140
Supervisory Staff	110
Professional Staff	95

Thank you for providing us the opportunity to present our proposal for audit services. We certify that Greg Fankhanel is authorized to represent VLF, empowered to submit this bid, and authorized to sign a contract with the City of Ukiah. Should you have any questions regarding our proposal or desire additional information, please call Greg Fankhanel, Partner at (909) 856-6879.

Respectfully Presented,

Van Lant + Fankhanel, LLP

VAN LANT & FANKHANEL, LLP
Greg W. Fankhanel, CPA, CFE

May 14, 2015

To Management and City Council
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482-5400

We are pleased to confirm our understanding of the services we are to provide the City of Ukiah for the year ending June 30, 2015. We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Ukiah as of and for the year ending June 30, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Ukiah's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

Management's Discussion and Analysis

Budgetary Comparison Schedules

Schedule of Funding Progress

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Ukiah's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

Schedule of Expenditures of Federal Awards

Combining Statements

Individual Fund Statements

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the second paragraph when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on-

- Internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of management, the body or individuals charged with governance, others within the entity, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

We will also provide a report on agreed upon procedures performed on the City's calculation of its annual appropriations limit as required by Article XIII B of the California State Constitution. We will perform the procedures in the Article XIII B Appropriations Limit Uniform Guidelines as published by the League of California Cities. This report will include a statement that the report is intended solely for the information and use of management, City Council and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance

requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with the preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and the schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any non-audit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for monitoring ongoing activities, to help ensure that appropriate goals and objectives are met. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of Ukiah and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review during interim fieldwork.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have

reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to present certain supplementary information with the audited financial statements or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Ukiah's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of the applicable procedures described in the OMB Circular A-133 Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City of Ukiah's major programs. The purpose of these procedures will be to express an opinion on the City of Ukiah's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the federal clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit.

The audit documentation for this engagement is the property of Van Lant & Fankhanel, LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to federal cognizant and grantor agencies, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of our firm. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. In such cases, Van Lant & Fankhanel, LLP is not responsible for the distribution of the copies or information contained therein.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the federal cognizant and grantor agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our fees for these services will be in accordance with our audit proposal dated March 23, 2015. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. These fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. In accordance with firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time

expended and to reimburse us for all out-of-pocket costs through the date of termination. We appreciate the opportunity to be of service to the City of Ukiah and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign a copy and return it to us.

Very truly yours,

VAN LANT & FANKHANEL, LLP

Van Lant + Fankhanel, LLP

Greg W. Fankhanel
Certified Public Accountant

Response:

This letter correctly sets forth the understanding of the City of Ukiah.

By:

Sgt. Sij

Title:

SALE BANGIACOMO, CITY MANAGER

Date:

7/10/15



March 1, 2018

Karen Scalabrini, Finance Director
City of Ukiah
300 Seminary Ave.
Ukiah, CA 95482

We are pleased to confirm our understanding of the services we are to provide the City of Ukiah's Transportation Development Act Funds for the year ended June 30, 2015. We will audit the financial statements of the governmental activities and each major fund, which collectively comprise the basic financial statements of the City of Ukiah's Transportation Development Act Fund as of and for the year ended June 30, 2015. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis, to supplement the City of Ukiah Transportation Development Act Fund's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement we will apply certain limited procedures to the City of Ukiah's Transportation Development Act Funds' RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI, as applicable, is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

Management's Discussion and Analysis

Supplementary information other than RSI also accompanies the basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

Supplementary Schedules

Van Lant & Fankhanel, LLP
25901 Kellogg Street
Loma Linda, CA 92354

909.856.6879

of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Ukiah's Transportation Development Act Funds' compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of our firm. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by the federal cognizant and grantor agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit at an agreed-upon time and to issue our reports no later than March of 2016. Our fees for these services will \$3,500. These fees are based on the current audit scope, and the assumption the single audit will not be required, in accordance with OMB Circular A-133. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these services will be rendered as work progresses and are payable on presentation. In accordance with firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We appreciate the opportunity to be of service to the City of Ukiah's Transportation Development Act Fund and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign a copy of the letter (see below) and return it to us.

Very truly yours,

Van Lant & Fankhanel, LLP

Van Lant & Fankhanel, LLP
Brett Van Lant, CPA

Response:

This letter correctly sets forth the understanding of the audit of the City of

Ukiah's Transportation Development Act Funds.

Signature

Karen Sealabini

Title:

Finance Director

Date:

3/1/2016



July 15, 2016

David Spilman
Interim Finance Director
300 Seminary Ave.
Ukiah, CA 95482

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the City of Ukiah (City):

We will apply the attached agreed-upon procedures which the City of Ukiah has specified, for the period ended June 30, 2015. The engagement is solely to assist the City in determining the data and information included on the letter provided to the California Integrated Waste Management Board dated July 12, 2016 (the "Letter") agrees with or was derived directly from the audited financial statements for the fiscal year ended June 30, 2015. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the attachment either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures do not constitute an examination, we will not express an opinion on the City's Letter or financial statements, or any elements, accounts, or items thereof. In addition, we have no obligation to perform any procedures beyond those listed in the attachment.

We will submit a report listing the procedures performed and our findings. This report is intended solely for the use of the City Council members of the City of Ukiah and management of the City of Ukiah, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

You are responsible for the presentation of the Letter; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for assuming

all management responsibilities and for overseeing the agreed-upon services we provide by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and experience. In addition, you are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services.

Brett Van Lant is the engagement partner and is responsible for supervising the engagement and signing the report.

We will begin our procedures in July of 2016 and expect to complete the procedures by July 27, 2016. We will issue a draft report shortly after the completion of our fieldwork and the final report will be issued after review by the City's staff and management. Our fees for these services will be \$1,500.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign a copy and return it to us. If the need for additional services arises, our agreement with you will need to be revised.

Very truly yours,

Van Lant & Fankhanel, LLP

Van Lant & Fankhanel, LLP

Brett Van Lant, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of Ukiah.

By: *Suzanne Sargent*

Title: *City Manager*

Date: *7-15-16*

April 25, 2018

Daniel Buffalo, Finance Director
City of Ukiah
300 Seminary Ave.
Ukiah, CA 95482

We are pleased to confirm our understanding of the services we are to provide the City of Ukiah's Transportation Development Act Funds for the year ended June 30, 2016. We will audit the financial statements of the governmental activities and each major fund, which collectively comprise the basic financial statements of the City of Ukiah's Transportation Development Act Fund as of and for the year ended June 30, 2016. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis, to supplement the City of Ukiah Transportation Development Act Fund's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement we will apply certain limited procedures to the City of Ukiah's Transportation Development Act Funds' RSI in accordance with auditing standards generally accepted in the United States of America, if any. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI, as applicable, is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

Management's Discussion and Analysis

Supplementary information other than RSI also accompanies the basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

Supplementary Schedules

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of [Name of Governmental Unit] and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City of Ukiah's Transportation Development Act Funds financial statements. Our report will be addressed to the City Council of the City of Ukiah. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that [Name of Governmental Unit] is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations

of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Ukiah's Transportation Development Act Funds' compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Van Lant & Fankhanel, LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to federal cognizant and grantor agencies, or its designee, a federal agency providing direct or indirect funding, or the

U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of our firm. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by the federal cognizant and grantor agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit upon execution of this engagement letter and to issue our reports no later than August 2018. Our fees for these services will **\$3,500**. These fees are based on the current audit scope, and the assumption the single audit will not be required, in accordance with the Uniform Guidance. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these services will be rendered as work progresses and are payable on presentation. In accordance with firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We appreciate the opportunity to be of service to the City of Ukiah's Transportation Development Act Fund and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign a copy of the letter (see below) and return it to us.

Very truly yours,

Van Lant & Fankhanel, LLP

Van Lant & Fankhanel, LLP
Brett Van Lant, CPA

Response:

This letter correctly sets forth the understanding of the audit of the City of Ukiah's Transportation Development Act Funds.

Signature: 

Title: CITY MANAGER

Date: 5/14/18



April 25, 2018

Daniel Buffalo, Finance Director
City of Ukiah
300 Seminary Ave.
Ukiah, CA 95482

We are pleased to confirm our understanding of the services we are to provide the City of Ukiah's Transportation Development Act Funds for the year ended June 30, 2017. We will audit the financial statements of the governmental activities and each major fund, which collectively comprise the basic financial statements of the City of Ukiah's Transportation Development Act Fund as of and for the year ended June 30, 2017. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis, to supplement the City of Ukiah Transportation Development Act Fund's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement we will apply certain limited procedures to the City of Ukiah's Transportation Development Act Funds' RSI in accordance with auditing standards generally accepted in the United States of America, if any. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI, as applicable, is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

Management's Discussion and Analysis

Supplementary information other than RSI also accompanies the basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

Supplementary Schedules

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of [Name of Governmental Unit] and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City of Ukiah's Transportation Development Act Funds financial statements. Our report will be addressed to the City Council of the City of Ukiah. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that [Name of Governmental Unit] is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations

of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Ukiah's Transportation Development Act Funds' compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Van Lant & Fankhanel, LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to federal cognizant and grantor agencies, or its designee, a federal agency providing direct or indirect funding, or the

U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of our firm. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by the federal cognizant and grantor agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit upon execution of this agreement and to issue our reports no later than August 2018. Our fees for these services will **\$3,500**. These fees are based on the current audit scope, and the assumption the single audit will not be required, in accordance with the Uniform Guidance. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these services will be rendered as work progresses and are payable on presentation. In accordance with firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We appreciate the opportunity to be of service to the City of Ukiah's Transportation Development Act Fund and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign a copy of the letter (see below) and return it to us.

Very truly yours,

Van Lant & Fankhanel, LLP

Van Lant & Fankhanel, LLP
Brett Van Lant, CPA

Response:

This letter correctly sets forth the understanding of the audit of the City of Ukiah's Transportation Development Act Funds.

Signature: _____

Title: _____

Date: _____

April 25, 2018

Daniel Buffalo, Finance Director
City of Ukiah
300 Seminary Ave.
Ukiah, CA 95482

We are pleased to confirm our understanding of the services we are to provide the City of Ukiah's Transportation Development Act Funds for the year ended June 30, 2018. We will audit the financial statements of the governmental activities and each major fund, which collectively comprise the basic financial statements of the City of Ukiah's Transportation Development Act Fund as of and for the year ended June 30, 2018. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis, to supplement the City of Ukiah Transportation Development Act Fund's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement we will apply certain limited procedures to the City of Ukiah's Transportation Development Act Funds' RSI in accordance with auditing standards generally accepted in the United States of America, if any. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI, as applicable, is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

Management's Discussion and Analysis

Supplementary information other than RSI also accompanies the basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

Supplementary Schedules

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of [Name of Governmental Unit] and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City of Ukiah's Transportation Development Act Funds financial statements. Our report will be addressed to the City Council of the City of Ukiah. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

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Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations

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Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Ukiah's Transportation Development Act Funds' compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Van Lant & Fankhanel, LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to federal cognizant and grantor agencies, or its designee, a federal agency providing direct or indirect funding, or the

U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve⁴¹ audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of our firm. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by the federal cognizant and grantor agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit upon execution of this engagement letter and to issue our reports no later than August 2018. Our fees for these services will **\$3,500**. These fees are based on the current audit scope, and the assumption the single audit will not be required, in accordance with the Uniform Guidance. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these services will be rendered as work progresses and are payable on presentation. In accordance with firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We appreciate the opportunity to be of service to the City of Ukiah's Transportation Development Act Fund and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign a copy of the letter (see below) and return it to us.

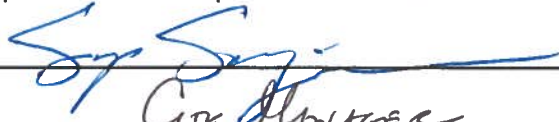
Very truly yours,

Van Lant + Fankhanel, LLP

Van Lant & Fankhanel, LLP
Brett Van Lant, CPA

Response:

This letter correctly sets forth the understanding of the audit of the City of Ukiah's Transportation Development Act Funds.

Signature: 

Title: CITY MANAGER

Date: 5/14/18



AGENDA SUMMARY REPORT

SUBJECT: Notification of Purchase and Installation of Shipping Containers for Temporary Records Retention and Community Services Storage, in the Amount of \$21,457, to John Foster Trucking, Inc., and Approval of Corresponding Budget Amendment.

DEPARTMENT: Clerk/Admin

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - PO 45695](#)

Summary: The City Council will receive a report of the purchase and installation of shipping containers for temporary records retention and community services storage, and approve corresponding budget amendment.

Background: Per Section 1522 of the Municipal Code, staff is reporting to City Council the purchase and installation of shipping containers for temporary records retention and Community Services storage in the amount of \$21,457.

The City's record retention boxes have been stored for many years upstairs above the lobby in the Civic Center. The previous building official noted damage to the flooring from the weight of the 1,300 boxes and recommended removal of the boxes to a new location. Additionally, there were concerns in regards to employee safety while carrying large numbers of the heavy boxes up and down the stairs.

Staff researched numerous options, including: purchasing shipping containers to be placed in the back parking lot of the civic center, moving the boxes to the old probation building located on Mason street, purchasing new

RECOMMENDED ACTION: Receive report and approve corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$0 - 20822500.80220.15016

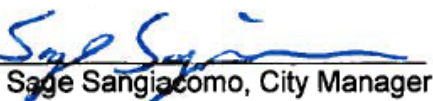
PROPOSED BUDGET AMOUNT: \$21,457 - 20822500.80220.15016

FINANCING SOURCE: Chamber Upgrade - 20822500.80220.15016

PREVIOUS CONTRACT/PURCHASE ORDER NO.: PO 45695-02

COORDINATED WITH: Mary Horger, Procurement Manager; Tami Bartolomei, Community Services Administrator; Craig Schlatter, Community Development Director

Approved:


Sage Sangiacomo, City Manager

or used modular units, constructing a metal building, and renting a storage warehouse. There was no solution that was completely suitable; however, the need became even more immediate as many of the boxes had been temporarily moved to the fire bay that was needed to house the new fire engine. Additionally, new boxes needing to go into retention were stacking up in hallways and offices around the Civic Center.

As a temporary solution that would meet the immediate needs while alternative permanent storage spaces are identified, installing shipping containers in the back parking lot was the most cost effective solution that could be obtained quickly and kept easy access to the storage boxes.

An additional container was purchased for temporary storage of Community Services items that have been stored in locations that are no longer – or soon will no longer be available (metal building at new courthouse site and old probation building).

The cost for the shipping containers purchase and installation was \$21,457 (Attachment 1). Due to the urgency of moving the boxes, the purchase could not wait for a new budget cycle. Therefore, a corresponding budget amendment is also necessary.

Discussion: Receive report and approve corresponding budget amendment.



Purchase Order

Fiscal Year 2019

Page 1 of 2

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order #

45695-02

Delivery must be made within doors of specified destination.

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OCITY OF UKIAH
ATTN: ACCOUNTS PAYABLE
300 SEMINARY AVENUE
UKIAH, CA 95482V
E
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D
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RJOHN FOSTER TRUCKING INC
136 NELSON RANCH RD
UKIAH CA 95482S
H
I
P
T
OCITY OF UKIAH - ANNEX
411 W CLAY STREET
UKIAH CA 95482

Vendor Phone Number		Vendor Fax Number		Buyer		Date Ordered		Date Required	
707-463-8544				Mary Horger		10/16/2018			
Delivery Reference			Freight Method/Terms			Department/Location			Sales Tax Rate
						CITY CLERK			7.750
Item#	Description/Part No.				Qty	UOM	Unit Price	Extended Price	
1	SHIPPING CONTAINER, 40' HIGH CUBE, USED, CLEAN, IN GOOD CONDITION, WITH DOORS IN GOOD WORKING ORDER, NO DENTS, NO LEAKING, HOLES OR RUST				4.0	EACH	\$3,500.000	\$14,000.00	
2	MAN DOORS, INSTALLED ONE ON EACH CONTAINER, AS PER ATTACHMENT 1				4.0	EACH	\$600.000	\$2,400.00	
3	PAINT EACH CONTAINER WITH KELGUARD COLOR: 12-0661-0910: CUSTOM PAINT TINT ID: CF091016033338 BASE PAINT: 1200-100-1G - 1200-100-1G COLOR SHIELD FLAT FORMULA: 0 Y 1.0000 B, 1 Y 5.0000 C, 0 Y 4.2500 F, 0 Y 0.7500 R				4.0	EACH	\$600.000	\$2,400.00	
4	DELIVERY OF ALL FOUR CONTAINERS TO THE BACK SIDE OF THE CIVIC CENTER, AND PLACED PER ATTACHMENT 1. STAFF WILL BE ON-SITE TO ASSIST IN DIRECTING THE PLACEMENT.				4.0	EACH	\$150.000	\$600.00	
5	INSURANCE FEE				1.0	EACH	\$500.000	\$500.00	
6	ESTIMATED TAX				1457.0	DOLL	\$1.000	\$1,457.00	
7	GRAYDALL FORKLIFT OPERATION				6.0	HOUR	\$100.000	\$600.00	
REF REQ E30195 CITY INSPECTION AND APPROVAL OF CONTAINERS TO BE USED IS REQUIRED PRIOR TO MAN DOOR INSTALLATION AND PAINTING. CALL MARY HORGER @ 463-6233 NOTIFY WHEN CONTAINERS ARE AVAILABLE FOR INSPECTION.									

By

Purchasing Supervisor

VENDOR COPY

PO Total

\$21,457.00



Purchase Order⁴

Fiscal Year 2019

Page 2 of 2

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase
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ATTN: ACCOUNTS PAYABLE
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411 W CLAY STREET
UKIAH CA 95482

Vendor Phone Number 707-463-8544		Vendor Fax Number		Buyer Mary Horger		Date Ordered 10/16/2018		Date Required	
Delivery Reference			Freight Method/Terms		Department/Location CITY CLERK			Sales Tax Rate 7.750	
Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price				
	PLEASE REFER TO ATTACHMENT 1 DIAGRAM FOR CONTAINER PLACEMENT, AND MAN DOOR LOCATIONS, ONCE CONTAINERS ARE APPROVED. PLEASE REFER TO ATTACHMENT 2 & 3 FOR PICTURES OF THE CURRENT SITE CONDITION. **GRAYDALL FORK LIFT WILL BE CHARGED AN ADDITIONAL \$100 PER HOUR FOR MOVING AND PLACEMENT OF EXISTING SHORTER CONTAINER ON-SITE, AND FOR FINAL POSITIONING OF THE CONTAINERS, PER ATTACHMENT 1. ***** INSURANCE REQUIREMENT AGREEMENT: THE CITY'S PURCHASE OF THE SERVICES UNDER THIS PURCHASE ORDER IS MADE IN RELIANCE UPON AND SUBJECT TO THE PAYEE'S AGREEMENT TO HOLD HARMLESS AND INDEMNIFY THE CITY IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN ATTACHMENT 4, AND PAYEE'S AGREEMENT TO PROVIDE GENERAL LIABILITY, AUTO AND WORKER'S COMPENSATION OR EMPLOYERS LIABILITY INSURANCE IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN ATTACHMENT 5. PAYEE MUST DEMONSTRATE COMPLIANCE WITH THESE REQUIREMENTS TO CITY'S SATISFACTION PRIOR TO PROVIDING THE SERVICES PURCHASED UNDER THIS PURCHASE ORDER. ACKNOWLEDGED AND ACCEPTED BY: PRINT NAME & TITLE: _____ DATE: _____ 12/31/2018, MH: APPLIED \$500 CREDIT AGAINST LINE 2, REVISED TAX AMOUNT, AND ADDED LINE FOR GRAYDALL FORKLIFT OPERATION.								

By 
Purchasing Supervisor

VENDOR COPY

Total Ext. Price	\$21,957.00
Total Credit	\$500.00
PO Total	\$21,457.00



AGENDA SUMMARY REPORT

SUBJECT: Approval of Amendment #2 with Larry Walker and Associates for Technical Permitting Assistance Related to the City's National Pollutant Discharge Elimination System (NPDES) Permit and Recycled Water Permit.

DEPARTMENT: Water Resources

PREPARED BY: Sean White

ATTACHMENTS:

[Attachment 1 - Ukiah NPDES and Recycled Water Permit Assistance \(Revised 12-1-18\)](#)

Summary: Council Will Consider Approval of Amendment #2 with Larry Walker and Associates for Technical Permitting Assistance Related to the City's National Pollutant Discharge Elimination System (NPDES) Permit and Recycled Water Permit.

Background: The City, with the assistance of Larry Walker and Associates (LWA), has filed an application for renewal of its National Pollutant Discharge Elimination System (NPDES) Permit for the Waste Water Treatment Plant. The original contract amount was \$9,900 and was related to assisting in the preparation of the application for renewal of the NPDES permit. Since the original application was submitted, the North Coast Regional Water Quality Control Board (Board) has requested additional technical information to support the application.

On February 15, 2017, City staff requested the approval of Amendment #1 to the contract with LWA in an

RECOMMENDED ACTION: Approve Amendment #2 with Larry Walker and Associates for Technical Permitting Assistance Related to the City's National Pollutant Discharge Elimination System (NPDES) Permit and Recycled Water Permit.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 84027225.52114- \$265,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Waste Water and Recycled Water Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Cou Nos. 1617-214 and 1617-146

COORDINATED WITH: N/A

Approved: _____


Sage Sangiacomo, City Manager

amount not to exceed \$54,710 for additional engineering services and technical assistance. Since that time, the City has received its new NDPES Permit. In addition, the City has also received its Permit for operation of the Recycled Water System.

Discussion: Both of these permits, as well as some of our new infrastructure, e.g. Chlorine Contact Basin, require compliance testing and long term monitoring. Larry Walker and Associates has prepared a Scope of Work and Budget for these services (Attachment #1).

Staff is recommending approval of Amendment #2 in the amount of \$140,000.

Attachment #1



December 1, 2018

Mr. Sean White
Director of Water and Sewer
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Subject: City of Ukiah Wastewater NPDES Permit and Recycled Water Permit Assistance (September 1, 2018 to December 31, 2020)

Dear Mr. White:

The City of Ukiah (City) has requested assistance from Larry Walker Associates (LWA) to finalize and implement permits issued in September/October 2018 for operation of the Ukiah Wastewater Treatment Plant (WWTP) and the City's Recycled Water Program. The NPDES permit (Order No. R1-2018-0035) governs WWTP operation and disposal of treated effluent. The permit was adopted by the North Coast Regional Water Quality Control Board (Regional Water Board) on September 6, 2018 and became effective on November 1, 2018. A Time Schedule Order (TSO, Order No. R1-2018-0051) was issued by the Regional Water Board on October 31, 2018 and prescribes activities to comply with the final effluent limitations in the NPDES permit for ammonia, nitrate, dichlorobromomethane (DCBM), and chloro-dibromomethane (CDBM). The Recycled Water Permit (Order WQ 2016-0068-DDW) and the associated Monitoring and Reporting Program (Order No. R1-2018-0058) were approved by the Regional Water Board through a Notice of Applicability (NOA) on October 18, 2018. The Recycled Water Permit implements the City's Recycled Water Program scheduled for startup in Spring 2019.

LWA prepared the NPDES and recycled water permit applications, negotiated permit requirements with the Regional Water Board, and understands the City's goals to implement/expand the Recycled Water Program in order to reduce discharges to the Russian River. In addition, LWA has worked extensively with Regional Water Board staff and understands the regulatory requirements and special studies that are required under the new permits. To support the City, LWA will develop permit compliance plans and schedules, train staff on new program requirements, provide advice during the first years of permit implementation, determine modal contact time of the new chlorine contact basin, and conduct special studies/reporting as required for TSO implementation. The scope of work, budget, schedule, designated project staff are described in the following paragraphs.

Scope of Work

Task 1 – Finalize NPDES Permit, TSO, and Recycled Water Permit

LWA will review tentative orders and the final approved NPDES permit, TSO, and Recycled Water Permit to identify modifications made by Regional Water Board staff and evaluate potential compliance issues for the City. As necessary, LWA will prepare supporting documentation and request changes to the final orders. Based on the final approved permits, LWA will develop a plan and schedule for the next five years to track compliance with requirements for special studies, submittal of permit-required reports, and regulatory agency notifications. LWA will also prepare a detailed monitoring plan to detail requirements to monitor influent, effluent, groundwater, pond seeps, and the river based on WWTP operational scenarios (i.e., discharge to percolation ponds, discharge to Russian River, discharge to recycled water storage pond/users). Draft compliance and monitoring plans will be provided to the City for review and LWA will modify the plans to reflect City comments.

Task 2 – Develop and Implement Groundwater Monitoring Plan

LWA will prepare a draft Groundwater Monitoring Plan to determine possible impacts of percolation pond operation and recycled water application. The plan will recommend the number of monitoring wells, location of monitoring wells, constituents to be monitored, and monitoring frequency needed to characterize background, underlying, and downgradient groundwater quality. The draft Groundwater Monitoring Plan will be submitted to the Regional Water Board for review and approval. LWA will review/respond to comments from the Regional Water Board, finalize the plan, and provide assistance to the City during implementation. After the first two years of monitoring, LWA will review monitoring data obtained, determine if monitoring reductions can be requested, and prepare supporting documentation to request monitoring reductions. A draft version of the request for reduced groundwater monitoring will be provided to the City for review and LWA will modify the request based on City comments for submittal to the Regional Water Board.

Task 3 – Determine Chlorine Contact Basin Modal Contact Time

To produce “disinfected tertiary recycled water” quality, the City must demonstrate a CT (product of total chlorine residual and modal contact time) of at least 450 mg-minutes/L and a modal contact time of at least 90 minutes in the chlorine contact basin (CCR Title 22, Section 60301.230). The modal contact time is determined by a tracer test of the chlorine contact basin at peak dry weather design flow. The State Water Resources Control Board Division of Drinking Water (DDW) must approve the modal contact time for the disinfection system and the process that will be used to determine compliance.

LWA will determine effluent flow requirements, evaluate possible tracers, and determine sampling locations for the tracer test. LWA will then prepare a draft tracer test work plan, discuss the test approach with the City, and modify the work plan as needed. The work plan will be submitted to DDW for approval prior to conducting the test to eliminate possible concerns about the testing procedure. LWA will respond to DDW comments and revise the work plan as needed to receive approval.

Test arrangements will be finalized with the City and the Regional Water Board and DDW will be contacted to confirm participation/observation if desired. LWA will arrange grab sample analyses with the local analytical laboratory and purchase supplies (tracer chemical, sensor

probe) for monitoring during the test. LWA will conduct the tracer test with assistance from City staff, review findings, and summarize test results in a draft technical memorandum. A draft technical memorandum will be provided for City review and approval prior to submittal to DDW. LWA will respond to DDW comments and revise the technical memorandum (as needed) to receive approval of modal contact time and compliance reporting protocols.

Task 4 – Support NPDES and Recycled Water Permit Implementation

LWA will provide on-call assistance to City staff during implementation of permit requirements. Example activities include training City staff on new requirements, answering questions from City staff, reviewing monitoring data, preparing compliance reports, responding to enforcement actions, and assisting with permit-required special studies.

Task 5 – Prepare Pollution Prevention Plans (PPPs)

The TSO requires submittal of Pollution Prevention Plans (PPPs) by May 1, 2019 for ammonia/nitrate and DCBM/CDBM. As defined in CWC Section 13263.3, “pollution prevention means any action that causes a net reduction in the use or generation of a hazardous substance or other pollutant that is discharged into water.” The actions must include evaluation of raw material changes, operational improvements, production process changes, and product reformulation. LWA will work with City staff to develop compliance activities and appropriate implementation schedules. Draft PPPs will be provided to the City for review before submittal to the Regional Water Board. LWA will respond to Regional Water Board comments (as needed) to receive approval.

Task 6 - Project Coordination and Management

LWA will communicate with City and Regional Water Board staff (as needed) through phone calls, emails, and one onsite meeting in Ukiah or Santa Rosa. LWA will provide management activities and project oversight to ensure tasks are completed on time and within budget. LWA will prepare monthly documentation of project activities and budget status.

Budget and Schedule

The cost for LWA assistance from September 1, 2018 to August 31, 2020 will be \$140,000 as detailed in **Attachment 1**. The permitting milestones that will occur during the contract period are identified below. LWA has the staff and resources available to begin work immediately.

NPDES Permit Adoption	9/6/18
Recycled Water Permit Effective	10/18/18
TSO Effective	10/31/18
NPDES Permit Effective	11/1/18
Recycled Water Program Startup	5/1/19
Pollution Prevention Plans Submittal	5/1/19
Groundwater Monitoring Period	9/1/18 to 8/31/20
Groundwater Monitoring Reduction Request	12/1/20

Project Staff

Denise Conners will lead project efforts and serve as the City's main point of contact. Denise has been working with the City on wastewater and recycled water projects since November 2017 and has extensive water quality and recycled water regulatory experience. Denise will communicate with Regional Water Board staff, review and finalize technical reports, and attend project meetings. Alina Constantinescu, PE will be the assistant project manager and provide expertise on permit implementation. Laura Foglia, Ph.D. will review technical reports and provide expertise on surface water/groundwater interactions. Mitchell Mysliwiec, Ph.D. will lead the modal contact time tracer test activities.

Thank you for the opportunity to provide this proposal and we look forward to working with you on the project. Please contact me at (530) 753-6400 or denisec@lwa.com if you have any questions or suggested changes to the scope, budget, or schedule presented herein.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Denise', with a stylized, flowing script.

Denise H. Conners
Associate

Attachment 1 – City of Ukiah Wastewater NPDES Permit and Recycled Water Permit Assistance
(September 1, 2018 to December 31, 2020)

ATTACHMENT 1

City of Ukiah
Professional Services by Larry Walker Associates

Cost Estimate
Wastewater NPDES Permit and Recycled Water Permit Assistance
September 1, 2018 to December 31, 2020

Task No.	Proposed Task	LWA Labor Hours (1)							Total Hours	Labor Cost	Other Direct Costs		Total Project Costs
		Project Manager	Associate Engineer	Senior Engineer	Project Engineer IIA	Project Engineer IIB	Project Engineer IIB	Project Engineer IA					
		Denise Conners	Mitchell Mysliwiec	Laura F and Shelli S-C	Alina C and Airy K-B	Jeff Walker	Danielle M and Suzanne B	Katrina A and Amir M					
	Cost/hour:	\$258	\$258	\$232	\$200	\$180	\$180	\$170	\$155				
1	Finalize NPDES Permit, TSO, Recycled Water Permit Review tentative and final NPDES permit, TSO, and recycled water permit. Identify potential compliance issues, inappropriate regulatory policy applications, and necessary corrections. Prepare comment letters for City review and submittal to Regional Water Board staff. Negotiate modifications with Regional Water Board staff.	24			6			24	54	\$11,472	\$80	(2)	\$11,552
2	Develop and Implement Groundwater Monitoring Plan Prepare draft groundwater monitoring plan and review/respond to comments from the Regional Water Board. Finalize plan and provide assistance to the City during implementation. Review data obtained during first two years of monitoring, determine if monitoring reductions can be requested, and prepare supporting documentation for submittal to Regional Water Board.	32		40			40		112	\$24,736	\$250	(2)	\$24,986
3	Determine Chlorine Contact Basin Modal Contact Time Prepare draft chlorine contact basin tracer test work plan and submit work plan to DDW for approval. Respond to DDW comments and revise the work plan to receive approval. Conduct tracer test with assistance from City staff. Review test results, describe findings, and submit draft technical memorandum to DDW for review. Respond to DDW comments and revise the technical memorandum to receive approval of modal contact time and compliance reporting protocols.	30	50			30	30	65	205	\$42,490	\$1,200	(2)	\$43,690
4	Support NPDES and Recycled Water Permit Implementation Provide on-call assistance during implementation of permit requirements. Example activities include training City staff on new requirements, answering questions from City staff, reviewing data, preparing compliance reports, responding to enforcement actions, conducting permit-required special studies.	40		28	50			42	160	\$33,956			\$33,956
5	Prepare Pollution Prevention Plans (PPPs) Prepare Pollution Prevention Plans for ammonia/nitrate and DCBM/CDBM. Work with City staff to develop compliance activities and implementation schedule. Submit draft PPPs to Regional Water Board for review. Respond to Regional Water Board comments and revise the PPPs to receive approval.	8			22			30	60	\$11,564			\$11,564
6	Project Coordination and Management Participate in meetings (one onsite meeting in Ukiah or Santa Rosa) and conference calls. Prepare/review monthly spreadsheets and invoices, track budgets and schedules. Conduct project oversight and implement contract conditions.	16			22			35	73	\$13,953	\$299	(2)	\$14,252
Total Project Costs (3)		150	50	68	100	30	70	161	664	\$138,171	\$1,829		\$140,000

Notes: (1) LWA typically adjusts hourly rates on July 1st of each year. The hourly rates shown are based on the 2018/19 Rate Schedule and the City will be given 30-days notice of any proposed rate increase.

(2) Estimated costs for supplies, conference calls, and travel costs to attend meetings, site visits, or events.

(3) Estimated project costs are based on the best available information at time of production. If it appears the budget may be exceeded, LWA will notify the City (before incurring additional costs) to discuss an approach.



AGENDA SUMMARY REPORT

SUBJECT: Discussion Regarding the Homeless Emergency Aid Program (HEAP) Grant Funding Allocated to Mendocino County and Adoption of a limited Resolution Declaring a Shelter Crisis to compile with State requirements for the distribution of funds for capital projects by Redwood Community Services and Project Sanctuary.

DEPARTMENT: Administration

PREPARED BY: Shannon Riley

ATTACHMENTS:

[Attachment 1 - HEAP FAQs](#)

[Attachment 2 - Resolution for Shelter Crisis](#)

Summary: The Council will discuss Mendocino County's potential allocation of Homeless Emergency Aid Program (HEAP) grant funding and consider adopting a limited resolution declaring a shelter crisis in order to facilitate the utilization of HEAP funds for specific projects within the city of Ukiah for Redwood Community Services and Project Sanctuary.

Background: The Homeless Coordinating and Financing Council has announced the availability of Homeless Emergency Aid Program (HEAP) grant funding. HEAP is a \$500 million block grant program designed to provide direct assistance to cities, counties, and Continuums of Care (CoCs) to address the homelessness crisis throughout California. Of the \$500 million, \$4,921,967.86 has been allocated to Mendocino County.

RECOMMENDED ACTION: Discuss the Homeless Emergency Aid Program (HEAP) Grant Funding allocated to Mendocino County, and adopt a limited resolution declaring a shelter crisis to allow HEAP funding for specific projects.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

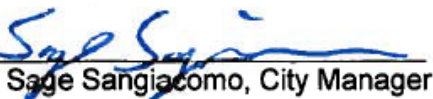
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved:


Sage Sangiacomo, City Manager

The HEAP funds are one-time monies. 50% of funds MUST be contractually obligated by January 1, 2020, and 100% of funds must be expended by June 30, 2021.

Only CoCs are eligible to apply for the funding, which can be used for—among other things—homeless services, rental assistance or subsidies, and capital improvements. At least 5% of HEAP funds must be used to establish or expand services meeting the needs of homeless youth or youth at risk of homelessness. For additional information, see Frequently Asked Questions, Attachment #1.

The Mendocino County CoC developed a request for proposals for the use of the funds, which was widely distributed to homeless service providers, government agencies, housing developers, and more. After review of those proposals, six projects and programs have been recommended for HEAP funding, two of which are within the City of Ukiah. The total amount requested for those two projects is roughly \$760,000.

One of the proposed projects is the completion of the Redwood Community Services' (RCS) shelter, located at 1045 S. State Street. It is currently operating as a seasonal winter shelter, but has been approved for a year-round day shelter and permanent winter shelter. Unfortunately, the full remodel was not able to be completed prior to winter weather setting in, and so efforts were shifted to opening the seasonal shelter. While construction has continued to a limited extent, unanticipated complications resulting from the building's condition have arisen, pushing the project significantly over-budget. The allocation of HEAP funding would facilitate the completion of that project, including the opening of the year-round day center for the homeless.

The second proposed project is the addition of bathroom facilities at Project Sanctuary's domestic violence shelter. This facility is an aging single-family residence with a single bathroom that currently shelters 11 individuals, including children.

Discussion: If HEAP funds are to be used for capital improvements in a jurisdiction, the governing body of that jurisdiction must declare a shelter crisis by resolution. (This step is not required in order to be a recipient of services and/or rental assistance programs, however.)

In accordance with the HEAP guidelines and in order to utilize these funds for capital projects within the jurisdiction, and pursuant to Government Code Section 8698 et seq., the City may declare a shelter crisis upon a finding that a significant number of persons within the city are without the ability to obtain shelter, resulting in a threat to their health and safety.

The Council received an overview of the HEAP program at its December 19th meeting, but the CoC's recommendations for funding were not available at that time. Therefore, Council directed Staff to draft a limited-scope resolution and provide additional information for the January 16 meeting. That resolution is attached (Attachment #2); it specifies the Council's support for the RCS and Project Sanctuary projects and limits the span of the "shelter crisis" to a period of one year, during which time both projects are expected to be completed. Staff is recommending adoption of the attached resolution.

HOMELESS EMERGENCY AID PROGRAM (HEAP)

Frequently Asked Questions



Edmund G. Brown Jr., Governor
Secretary Alexis Podesta, Council Chair
Ginny Puddefoot, Executive Officer

Updated September 1, 2018



Homeless Emergency Aid Program (HEAP)

Frequently Asked Questions

This document is a supplementary resource to the Homeless Emergency Aid Program (HEAP) Program Guidance document. Refer to the Homeless Coordinating and Financing Council (HCFC) website at [bcsb.ca.gov/hcfc/](https://www.bcsb.ca.gov/hcfc/) for more details or contact the Council for specific questions not answered here at hcfc@bcsb.ca.gov.

HEAP Applications

Q: Who is eligible to apply for HEAP funds?

A: The HEAP Program Guidance-Attachment B-Formula Funding Estimates identifies the 11 large cities and 43 Continuums of Care (CoC) that are eligible to apply for HEAP funds. Individual persons, cities (not identified as one of the 11 large cities), counties, and/or nonprofit organizations are not eligible to apply directly to HCFC for HEAP funds. Those interested in receiving HEAP funds will apply directly to their local CoC. HCFC encourages interested applicants to collaborate with their local CoC to determine the best use of funds and how funds will be disbursed.

Q: How do CoCs and large cities apply for HEAP funds?

A: There will be two separate applications. One for CoCs and another for the 11 large cities. The applications are scheduled to be released on September 5, 2018. All applications will be completed and submitted online. The application does not have a "save" feature to allow for partial completion of the application. Applications must be completed and submitted in one sitting. Once the application is successfully submitted, the applicant will receive a confirmation email that includes a copy of the application, a tracking number and a checklist of documents to be submitted to HCFC. The applicant **must** reply to the email and attach all items listed on the checklist for the application to be deemed complete.

An application map and instructions were released on August 17, 2018 and can be found on the HCFC website <https://www.bcsb.ca.gov/hcfc/>. The application map is a tool designed to assist HEAP applicant entities collect the information necessary to complete the application ahead of the release of the official HEAP application. This should make completion of the actual application in one sitting easier.

- Q: As we are developing plans for use of HEAP funds, some of our jurisdictions will be ready to go sooner than others. Can we submit our application separately as the plans for each jurisdiction are completed up until the deadline?**
- A:** No. Only **one** application may be submitted by the CoC or large city per round. Upon approval of the application, there will be a single disbursement of the total distribution of funds allocated to each CoC or large city, as stated in HEAP Program Guidance Attachment B-Formula Funding Estimates.
- Q: Please define “local collaborative effort” and what type of supporting documentation is required.**
- A:** CoCs must demonstrate that a local collaborative effort has been conducted prior to application submission. A local collaborative process may include, but is not limited to, public meetings, regional homeless taskforce meetings, letters of support with signatures of endorsement and/or an adopted homelessness plan. Collaborative partners, at a minimum, should include representatives of local homeless service providers, homeless youth programs, law enforcement, behavioral health, and city and county public officials. Supporting documentation of collaboration may include, but is not limited to, sign-in sheets, agendas, meeting minutes and/or public comment logs.
- Q: Will we lose our allocation if we do not request it all in Round 1?**
- A:** Not completely, however, the allocations in Round 2 will be reduced to a proportional share of the HEAP funds remaining after Round 1. Funds not applied for in Round 1 will be redistributed between the 43 CoCs and 11 large cities in Round 2, using the same formula distribution methodology used in Round 1.
- Q: Will the 11 large cities share the \$150 million evenly?**
- A:** No. The 11 large cities’ funds are allocated in proportion to the percentage of homeless people in the large cities’ jurisdictions, based on the 2017 HUD PIT, as stated in the HEAP Program Guidance Attachment B-Formula Funding Estimates.
- Q: Are the 11 large cities also eligible to receive funds from the CoC?**
- A:** Yes. The 11 large cities may receive a share of HEAP funding through the CoC if they have declared a shelter crisis and the collaborative process results in an additional allocation for that city.
- Q: Will an AE be able to reprogram funds from one eligible activity and/or jurisdiction to another after the application is approved and funds are disbursed?**
- A:** Yes. There will be a change request document available to submit changes to the original application. These changes must be approved by HCFC prior to implementation. This document will be posted on the HCFC website at a later date. Please note that reprogrammed funds between jurisdictions can only be reallocated to jurisdictions that had a shelter crisis declaration in place at the time the funds were initially awarded.

Administrative Entity

Q: Who is the Administrative Entity (AE) for purposes of applying for HEAP funds?

A: For the allocations made to the 11 large cities pursuant to Health and Safety Code Section 50213(c), those cities are the AE.

For all other allocations made directly to a Continuum of Care (CoC) the AE means a unit of general purpose local government (city, county or a city that is also a county) or a nonprofit organization that has (1) **previously** administered federal Department of Housing and Urban Development (HUD) COC funds as the collaborative applicant pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations, and (2) been designated by the CoC to administer program funds. For this application, COC and AE are used interchangeably.

Point-in-Time Count

Q: Can the jurisdiction use a homeless count different from the HUD Point-in-Time (PIT) count to apply for HEAP funding?

A: No. The statute specifically recognizes the 2017 HUD PIT count as the basis for determining the allocation structure for the program. Health and Safety Code Section 50210(f) states the “Homeless point-in-time count” means the 2017 homeless point-in-time counts pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations.” The PIT numbers are identified in the HEAP Program Guidance Attachment B-Formula Funding Estimates.

Shelter Crisis Declaration

Q: Who has the authority to declare a shelter crisis?

A: The only entities that may declare a shelter crisis are cities, counties, and cities that are also counties, through their governing bodies, as defined in Government Code Section 8698. A CoC, or a Joint Powers Authority that acts as the CoC, may not declare a shelter crisis.

Q: Who qualifies for a waiver and what is the process to file a waiver?

A: Based on the 2017 HUD PIT, if a CoC has fewer than 1,000 homeless people, the cities and counties that are part of the CoC are exempt from declaring a shelter crisis [Health and Safety Code Section 50212(b)]. Once the on-line application is submitted, CoCs that qualify for a waiver will be required to submit, by email, the waiver form along with all other documents indicated.

Q: Can the county declare a shelter crisis that covers all jurisdictions within the county?

A: No. A county may not declare a shelter crisis that covers all jurisdictions within the county. The county **may** declare a shelter crisis for the unincorporated areas of the county.

- Q: Do all the counties or cities that the AE represents have to declare a shelter crisis in order for the AE to submit a HEAP application?**
- A:** No. Not all jurisdictions must declare a shelter crisis for an application to be submitted or to be awarded funds. However, only the jurisdictions that have declared a shelter crisis are eligible to receive HEAP funds from their CoC. As stated in Health and Safety Code Section 50212(a), "In order to be eligible for program funds, an [AE] shall demonstrate that ...the jurisdiction or jurisdictions that the [AE] represents for which funding is requested have, at the time of the award, declared a shelter crisis." As stated previously, CoCs that are eligible for a waiver will submit the waiver(s) during the application process.
- Q: Is the city or county, as the AE for the CoC, required to pass a Board or Council resolution for HEAP?**
- A:** No. The only Board or Council resolutions required are the shelter crisis declarations, if a city or county wants to be a direct recipient of HEAP funds through their CoC (or directly, in the case of the 11 large cities). CoCs that are eligible for a waiver are exempt from declaring a shelter crisis.
- Q: Will the CoC's allocation be reduced by a percentage for every city that does not declare a shelter crisis?**
- A:** No. The allocation is not based on the number of cities within a CoC that declare a shelter crisis. The allocations are based on the 2017 HUD PIT count for the CoC in its entirety and a formula distribution methodology was used to determine the allocation for each CoC and the 11 large cities.

Distribution of HEAP Funds

- Q: Can a jurisdiction that has not declared a shelter crisis be a direct recipient of HEAP funds from the CoC?**
- A:** No. CoCs cannot disburse HEAP funds directly to a jurisdiction that has not declared a shelter crisis. Each jurisdiction (city, county, or city that is also a county) within the area represented by an AE must declare a shelter crisis if the jurisdiction wishes to be a recipient of HEAP funding. Further clarity regarding the specific requirements surrounding declaration of a shelter crisis is available in Chapter 7.8 (commencing with Section 8698) of Division 1 of Title 2 of the Government Code.
- Q: How quickly will HEAP funds be disbursed?**
- A:** At this time, HCFC expects to disburse the HEAP funds within 60 days of the date the application is submitted and deemed complete. A completed application includes the supporting documentation requested in the application. The approval process may extend beyond 60 days if the supporting documentation is incomplete and/or if there is a delay in the AE returning the signed standard agreement.
- Q: Will we receive our HEAP fund allocation all at once?**
- A:** Yes. One hundred percent of the allocation will be disbursed once the standard agreement is executed. Funds will be issued directly to the AE.

Q: What happens if we do not spend all of the program funds?

A: As stated in Health and Safety Code Section 50215(b)(2), “One hundred percent of program funds shall be contractually obligated by June 30, 2021. Any funds not expended by that date shall be returned to the agency and revert to the General Fund.”

Eligible Uses of HEAP Funds

Q: Do the programs I administer using HEAP funds need to comply with California’s Housing First policy?

A: Yes. In compliance with the requirements established under SB 1380 (Chapter 6.5 of Division 8 of the Welfare and Institutions Code), HCFC will require in all standard agreements that any program paid for with HEAP funds shall align and comply with the core components of Housing First as defined in Welfare and Institutions Code Section 8255(b).

Q: What are some examples of allowable uses for the HEAP funds?

A: The parameters of the program are intentionally broad, and the examples provided are not exhaustive. CoCs and the 11 large cities are encouraged to be creative and craft programs that meet specific needs that have been identified in their communities. Applicants must include in the application how the proposed activity is directly related to providing immediate emergency assistance to people experiencing homelessness or at imminent risk of homelessness, and that those uses are aligned with California’s Housing First policy. Eligible uses include, but are not limited to:

Services: Street outreach, health and safety education, criminal justice diversion programs, prevention services, navigation services, and operating support for short-term or comprehensive homeless services.

Rental assistance or subsidies: Housing vouchers, rapid re-housing programs, and eviction prevention strategies.

Capital improvements: Emergency shelter, transitional housing, drop-in centers, permanent supportive housing, small/tiny houses, and improvements to current structures that serve homeless individuals and families. Some communities are discussing solutions to address homelessness and the public health crisis by using funds for handwashing stations or public toilet and shower facilities.

Q: Can HEAP funds be used for capital projects such as construction of interim shelters or permanent supportive housing?

A: In general, HEAP funds can be used for capital projects. However, the HEAP funds are intended to provide immediate emergency assistance to people experiencing homelessness or at imminent risk of homelessness. In addition, there are expenditure deadlines and other requirements such as:

1. Fifty percent of funds must be contractually obligated by January 1, 2020 and one hundred percent of funds must be expended by June 30, 2021 [Health and Safety Code Section 50215(b)(1-2)].
2. HEAP funds cannot be used for capital projects in jurisdictions that **have not** declared a shelter crisis.

3. Shelter or housing projects must follow Housing First policies as stated in SB 1380 (Chapter 6.5 of Division 8 of the Welfare and Institutions Code).

Q: Are building projects, including new or renovation construction, paid for with HEAP funds subject to state prevailing wage?

A: HCFC considers HEAP funds to be “public funds” as that term is used in Labor Code § 1720. Nevertheless, there are a variety of factors that may affect whether a project will be required to pay state prevailing wage. It is recommended that applicants consult with an attorney and/or the Department of Industrial Relations to determine whether a planned building project will be required to pay state prevailing wage.

Q: Can HEAP funds be used to provide services in jurisdictions that do not declare a shelter crisis?

A: Yes. CoCs, cities, counties, and nonprofit organizations **may** expend HEAP funds for services that serve homeless individuals and families across jurisdictional lines. Counties **may** use HEAP funds allocated by the CoC to fund county activities that serve all county residents. HEAP funds **cannot** be used for rental assistance, rental subsidies or capital projects in jurisdictions that have not declared a shelter crisis.

Ineligible uses of HEAP Funds

Q: What are the restrictions or ineligible uses of HEAP funds?

A: Generally, if HEAP funds are used to pay for activities that serve homeless individuals or families or those at imminent risk of homelessness, the uses are allowed, with the following restrictions:

1. Jurisdictions that have not declared a shelter crisis **may not** be the direct recipient of HEAP funding.
2. CoCs, cities, counties, and nonprofit organizations **may not** use HEAP funds for capital projects, such as building or expanding a shelter or navigation center, or for rental assistance, within a jurisdiction that has not declared a shelter crisis.
3. HEAP funds **cannot** be used to fund HMIS infrastructure or improvements.
4. At least five percent of HEAP funds must be used to establish or expand services meeting the needs of homeless youth or youth at risk of homelessness [Health and Safety Code Section 50214(c)].
5. Administrative costs are capped at five percent of program funds. This does not include staff costs directly related to carrying out program activities [Health and Safety Code 50214(b)].
6. HEAP funds **cannot** be used to create a strategic plan for addressing homelessness.
7. HEAP funds **cannot** be expended after June 30, 2021. Any long-term projects that would require payment after that date are not appropriate uses of HEAP funds.
8. Expenditures not intended for the purposes of providing aid for persons who are homeless or at imminent risk of homelessness are not appropriate uses of HEAP funds.

This is not an exhaustive list of examples of ineligible uses. Contact the Homeless Coordinating and Financing Council with any questions about use eligibility for HEAP funds: hcfc@bcsh.ca.gov.

Homeless Youth Set-Aside

Q: What is the definition of “Homeless Youth”?

A: Consistent with other state and federal definitions, HCFC considers “homeless youth” to mean an unaccompanied homeless individual who is not older than 24, for purposes of HEAP. Homeless individuals not older than 24 who are parents are included in this definition.

Q: Can we use more than five percent of our allocation for homeless youth?

A: Yes. The five percent set-aside is a minimum amount. The CoCs and 11 large cities may choose to spend additional funds for this target population. It will be important for CoCs and the 11 large cities to collaborate with youth advocates and service providers to determine the most appropriate activities to address youth homelessness.

Q: Are we required to use the homeless youth set-aside for separate programs for homeless youth or can we incorporate it into other homelessness programs?

A: No, it does not have to be used for separate programs. However, the services provided for adults who are homeless may not be appropriate interventions or services for youth. HCFC strongly encourages the CoCs and 11 large cities to collaborate with those who work directly with this population, such as schools and educators, youth program providers, after school programs, and community centers to determine the best use of funds.

Reporting Requirements

Q: What are the program reporting requirements?

A: As stated in Health and Safety Code Section 50215(a)(1), “No later than January 1, 2020, each recipient of program funds shall submit to the agency a report.” HCFC will include reporting requirements in the standard agreement executed prior to distribution of HEAP funds to each large city or CoC. At this time, the reporting requirements include contract expenditures, the number of homeless individuals served by program funds, and the progress toward state and local homelessness goals. An additional report will be due no later than January 1, 2021, with a final report due shortly after June 30, 2021. AEs will need to submit confirmation that no less than 50 percent of program funds have been contractually obligated by January 1, 2020.

Q: How will the State monitor the program?

A: HCFC will use the report submitted on or before January 1, 2020 to ensure that AEs are on track to expend 100 percent of program funds by June 30, 2021. In addition to the reporting requirements above, it is expected that CoCs and large cities will provide direct oversight to recipients of HEAP funds.

RESOLUTION NO. 2019-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH DECLARING A SHELTER CRISIS PURSUANT TO GOVERNMENT CODE § 8698.2

WHEREAS:

1. Former California Governor Edmund G. Brown, Jr. and the members of the California Legislature have recognized the urgent and immediate need for funding at the local level to combat homelessness; and
2. Former Governor Brown and the Legislature have provided funding to local governments and Continuum of Care under the Homeless Emergency Aid Program (HEAP) as part of SB 850 and the 2018-19 Budget Act (Chapter 48); and
3. Former Governor Brown and the Legislature require jurisdictions seeking an allocation through the HEAP to declare a Shelter Crisis pursuant to Government Code § 8698.2; and
4. The Mendocino County Continuum of Care received an allocation of block grant funding for the HEAP in the amount of \$4,921,968; and
5. The Mendocino County Point in Time Count found that 1,268 persons within Mendocino County were homeless and 1,078 persons were living without shelter as of January 26, 2017; and
6. The Mendocino County Point in Time Count found that 174 persons within the City of Ukiah were homeless and 52 persons were living without shelter as of January 26, 2017; and
7. The City of Ukiah finds that the number of homeless is significant, and these persons are without the ability to obtain shelter; and
8. Redwood Community Services has operated an emergency winter shelter in Ukiah for two years and is in the process of developing a year-round day shelter and permanent winter shelter; and
9. Project Sanctuary has been providing services in Mendocino County for over three decades, including a domestic violence shelter that is in need of facility upgrades; and
10. The provision of emergency shelter is critical to the health and safety of unsheltered persons; and
11. The City of Ukiah supports the allocation of HEAP funds to these projects; and
12. Based on all the evidence presented, the City Council finds as follows:
 - A. A Shelter Crisis pursuant to Government Code § 8698.2 exists in Ukiah and
 - B. Lack of shelter threatens the health and safety of those unsheltered persons.
 - C. Development of a year-round day shelter, a permanent winter shelter, and the improvement of the facilities at the domestic violence shelter, will help alleviate the Shelter Crisis in Ukiah.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ukiah does hereby:

1. Declares that a Shelter Crisis pursuant to Government Code § 8698.2 exists in Ukiah.
2. Authorizes the utilization of Homeless Emergency Aid Program (HEAP) funds within the City of Ukiah.
3. Determines that this declaration shall expire one year after adoption unless reauthorized by the City Council.

PASSED AND ADOPTED this 16th day of January 2019, by the following roll call vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approve and Authorize Pacific Recycling Solutions (PRS) to Enter the First Amended and Restated Agreement for Mixed Organic Waste Services Between Cold Creek Compost (CCC) and Pacific Recycling Solutions.

DEPARTMENT: Public Works

PREPARED BY: Tim Eriksen

ATTACHMENTS:

[Attachment 1 - Ukiah Rate Increase 12-11-18](#)

[Attachment 2 - CCC-PRS Agreement for Mixed Organic Waste Services Draft](#)

Summary: The current mixed organic (food waste) program in the City of Ukiah is the process of comingling the food waste with other organic matter in the green can at the curbside. This material is picked up by the truck and is ultimately hauled to Cold Creek Compost in Potter Valley. Cold Creek Compost is asking for a gate fee adjustment to offset rising cost and changing market conditions.

Background: The City Council was alerted to this issue in September of 2018, when the City Manager and the Public Works Director discussed under City Manager Reports that correspondence was received from Cold Creek Compost requesting a rate increase. City Staff worked with our solid waste hauler, Ukiah Waste Solutions (UWS)/Pacific Recycling Solutions (PRS), and the owner of Cold Creek Compost (CCC), Martin Mileck, to better understand what was driving the request and how to make sure that CCC would be viable for the community's benefit now and in the future. The letter dated December 11, 2018, from CCC (Attachment 1)

RECOMMENDED ACTION: Approve and Authorize Pacific Recycling Solutions to Enter the First Amended and Restated Agreement for Mixed Organic Waste Services Between Cold Creek Compost and Pacific Recycling Solutions.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 0

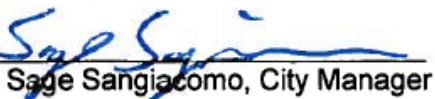
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: _____


Sage Sangiacomo, City Manager

was a result of these efforts and details the issues that are financially impacting the operations.

Discussion: The issues that were unforeseen when CCC entered into the contract with PRS are detailed in the letter dated December 11, 2018, from CCC (Attachment 1). Staff agrees with these issues and is supporting this request to adjust the gate fee at CCC to \$36.00/ton. While this may have an impact on future rate adjustments for residential customers, UWS has agreed not to seek an adjustment at this time. Rates are reviewed annually and adjusted on January 1.

The agreement between Cold Creek and PRS, entitled: FIRST AMENDED AND RESTATED AGREEMENT FOR MIXED ORGANIC WASTE SERVICES - Attachment 2, amends and restates the Agreement between CCC and PRS.

Even though the agreement is between CCC and PRS, the City Council must approve the agreement and authorize PRS to enter the agreement for the following reasons:

1. The CCC/PRS Agreement is attached as Exhibit 1 to Exhibit D to the Second Amended and Restated Waste Collection Agreement between the City and Ukiah Waste Solutions ("UWS"), dated December 20, 2017 ("City/UWS Agreement"). Exhibit D is the agreement between PRS and UWS ("PRS/UWS Agreement") under which UWS delivers mixed organic waste to PRS, which in turn can dispose of mixed organic waste by delivering it to Cold Creek under the terms of the CCC/PRS Agreement (Exhibit 1 to Exhibit D to the City/UWS Agreement).
2. Accordingly, even though the City is not a party to the proposed CCC/PRS Agreement, the PRS/UWS Agreement, which includes the CCC/PRS Agreement, is an exhibit to and part of the agreement for waste collection services between UWS and the City.
3. Also, the City is a "third party beneficiary" to the CCC/PRS Agreement with the same right as a party to enforce the agreement.

For these reasons, the City Council is being asked to approve and authorize PRS to enter the FIRST AMENDED AND RESTATED AGREEMENT FOR MIXED ORGANIC WASTE SERVICES between Cold Creek Compose and Pacific Recycling Solutions, which shall replace Exhibit 1 to the Exhibit D to the City/UWS Agreement.



December 11, 2018

Sage Sangiacomo
City Manager
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Subject: Cold Creek Compost, Inc. – Rate Increase

Dear Mr. Sangiacomo:

Thank you for discussing Cold Creek Compost's rate increase at the December 5, 2018 Council meeting. While we appreciate the City discussing the matter, it would have been helpful if Cold Creek Compost (Cold Creek) had been notified that the item was to be discussed in order to be present to address any questions.

Pacific Recycling Solutions (PRS) and Cold Creek entered into an Agreement for Mixed Organic Services on September 15, 2015 with the City as a third beneficiary. As part of that Agreement, rates were established that included an increase in CPI, but no provision for rate increases or extraordinary circumstances were included. Since entering into that Agreement, numerous economic, regulatory, and operational factors have impacted the financial viability of the business, therefore, the rate increase request.

Cold Creek's proposed rate increase was first brought forward to PRS and the City on June 22, 2018 and discussed at the September 27, 2018 Mendocino Solid Waste Management Authority (MSWMA) meeting. During this more than five month period, there was no indication either by PRS or the City that there would be an issue with the rate increase. As part of this process and at the request of then MSWMA General Manager, Robert Carlson, a new Agreement was drafted to address future increases and provided to both PRS and the City, and the rate increase was delayed from August 1, 2018 to January 1, 2019.

At the December 5th Council meeting, City staff noted that PRS had sent Cold Creek a letter regarding the rate increase on December 4, 2018 in response to our June 22, 2018 letter. Unfortunately, Cold Creek did not receive that letter from PRS, and therefore, was unable to respond to their offer to negotiate. Cold Creek has always been open to discussions; however, in the 5 months since initiating this process, no representative from either PRS or the City has requested a meeting to discuss the issue. Additionally, I have communicated with Bruce McCracken from PRS numerous times since the June 22nd letter and at no time did he request to meet to discuss the rate increase. To be clear, Cold Creek has never threatened to stop receiving organic materials from the City.

Fertilizer and Soil Amendments for Sustainable Agriculture

6000 Potter Valley Road • Ukiah, CA 95482 • 707.485.5966 • Fax: 707.485.7048
www.coldcreekcompost.com

Since starting the operation in 1995, Cold Creek has provided the City and surrounding jurisdictions with a very local option for recycling organic materials. Of the approximately 177 permitted composting operations in California, Cold Creek is one of thirty facilities (or 17%) currently permitted to accept food materials. Cold Creek's ability to accept food materials allowed the City in 2015 to initiate a curbside commingled food and green materials composting program. This achieved the City's goal for residents to compost food materials and increase diversion from the landfill.

The current increase in the tip fee ensures that all the local jurisdictions are equitably paying the same tip fee as well as matching the Sonoma County Waste Management Agency (SCWMA) rate. As evidenced in **Table 1** below, the Cold Creek price per ton is still the lowest rate in the industry, while accepting the widest range of feedstocks.

Table 1 – Tip Fee & Feedstock Comparison

Company Information	Types of Feedstocks Received	Price Per Ton
Solid Waste Systems Ukiah, CA	Green and wood materials only <u>NO</u> food materials, soiled paper, etc.	\$45.60/ton – Gate Fee
Quakenbush Mountain Clearlake, CA	Green and wood materials only <u>NO</u> food materials, soiled paper, etc.	\$37.75/ton – Gate Fee
Waste Management - Redwood Novato, CA	Green, food, and wood materials	\$47.50/ton – Recent contract rate for SCWMA
Recology - JPO Vacaville, CA	Green, food, and wood materials	\$65.93/ton – Recent contract rate for SCWMA
City of Napa Compost Facility Napa, CA	Green, food, and wood materials	\$49.00/ton – Recent contract rate for SCWMA
Wes Green Landscape Arcata, CA	Green and wood materials only <u>NO</u> food materials, soiled paper, etc.	\$55.00/ton – Gate Fee
<i>Cold Creek Compost Ukiah, CA</i>	<i>Agricultural, green, food, and wood materials</i>	<i>\$36.00/ton</i>

The solid waste industry is one of the most highly regulated industries in the State. Recent regulations have placed additional financial and operational burdens on the industry that require new equipment as well as an increase in personnel, as outlined below.

- 1) To comply with air quality regulations, Cold Creek was required to retire the facility's tub grinder and purchase a new compliant grinder with at least a Tier 3 engine. Total cost of the new grinder = \$900,900.
- 2) Effective January 1, 2018, CalRecycle placed the responsibility of physical contamination limits on compost operators. This requires that finished compost does not contain more than

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0.5% by dry weight of physical contaminants greater than 4 millimeters, and no more than 20% by dry weight of this 0.5% shall be film plastic greater than 4 millimeters.

In order to ensure compliance, Cold Creek has purchased additional sorting equipment and hired additional labor to sort the increased contamination (i.e., garbage, metals, glass, etc.) that the facility is now receiving, including:

- i) Purchase of a new trommel screen at the cost of \$447,500.
- ii) Purchase of a new air lift separator at the cost of \$23,500.
- iii) More than doubled the number of ground crew, increasing from 2 employees to 5 employees at an annual cost of over \$35,000 per employee.

Future regulations, including compliance with air quality regulations and state diversion requirements, will necessitate additional expenditures in the coming years as outlined in **Table 2** below.

Table 2 – Costs to Replace Current Fleet By 2028 In Compliance With Air Quality Regulations

Current Loaders	Loader Type	Replacement Cost
1	Michigan 475	\$900,000 each
2	Michigan 275	\$625,000 each
1	Michigan 175	\$470,000 each
2	Michigan 75	\$165,000 each
2	Caterpillar 966	\$470,000 each
1	Caterpillar 980	\$550,000 each
Total Replacement Cost		\$4,440,000

Additional financial and market conditions that have impacted the operation outside of Cold Creek's control include:

- 1) Increase of 45% in diesel fuel costs due to market conditions and State taxes since 2015.
- 2) A reduction in revenue of more than \$500,000 from the sale of planter mixes in 2018 due to the collapse of the cannabis market.



As evidenced above, there are many factors influencing the operational costs of the facility, which necessitate the increase to the tip fee. We have always strived to provide the best value and services to the City and all the jurisdictions in Mendocino County resulting in ratepayers enjoying the lowest composting rates in the State. However, due to economic factors outside our control, we are asking all the local jurisdictions to continue to support the operation to ensure continued in-county composting.

Please contact me at your earliest convenience to schedule a meeting to discuss - (707) 485-5966.

Sincerely,



Martin Mileck, President
Cold Creek Compost, Inc.

ec: Doug Crane, Council Member
Kevin Doble, Mayor
Jim Brown, Council Member
Maureen Mulheren, Vice-Mayor
Steve Scalmanini, Council Member
Dave Carroll, PRS

**FIRST AMENDED AND RESTATED AGREEMENT FOR
MIXED ORGANIC WASTE SERVICES**

This Agreement, ~~is~~ made and entered into as of the latest date of execution between Pacific Recycling Solutions, Inc. (hereinafter, "PRS"), a California corporation whose main office is located in Ukiah, CA, and Cold Creek Compost, Inc. (hereinafter, "Cold Creek"), a California corporation, who shall collectively be referred to as the "Parties," amends and restates the Agreement for Mixed Organic Waste Services that was effective September 15, 2015.

RECITALS

WHEREAS, PRS operates facilities at 4260 North State Street, Ukiah, California and/or 3515 Taylor Drive, Ukiah, California (the "PRS Facilities") where it processes organic materials collected by its Affiliates (as defined below); and

WHEREAS, Cold Creek operates a fully-permitted industrial compost facility at 6000 East Side Potter Valley Road, Ukiah, California (the "Site") which has capacity sufficient to perform its obligations hereunder and is subject to a valid ground lease on the Site which expires ~~December 31, 2022~~ December 31, 2046; and

WHEREAS, PRS and Cold Creek wish to enter into this Agreement on the terms and conditions herein; and

NOW, THEREFORE, the Parties agree to the terms and conditions set forth herein.

1. DEFINITIONS

1.1 "Mixed Organic Waste" shall mean Green Material, Food Material, paper tissues, paper napkins and towels, coffee grounds and filters, pizza boxes, food soiled paper plates and cups, and miscellaneous paper not suitable for recycling collected at the curb from residential and commercial customers by the City Franchisee.

1.2 "Additional Mixed Organic Waste" shall mean the following:

1.2.1 Agricultural Materials including, but not limited to, manure and animal bedding, poultry mortalities, grape pomace, diatomaceous earth and culled fruit;

1.2.2 Green Material including, but not limited to, yard trimmings, brush, branches, and stumps;

1.2.3 Wood Waste including, but not limited to, sawmill waste, source separated construction and demolition material including sheetrock (which material may contain nails, doorknobs, joist hangers);

1.2.4 Food Materials including, but not limited to, meat, fish, and dairy, soiled paper and waxed cardboard, fishery waste, grease trap waste, liquid wastes, including, but not limited to, wine lees, olive sludge, brewery waste and pond sludge.

1.3 **"Agricultural Materials"** has the meaning provided in Title 14 of the California Code of Regulations ((“CCR”) Section 17852(5).

1.4 **“Green Material”** has the meaning provided in 14 CCR §17852(21).

1.5 **“Wood Waste”** has the meaning provided in 14 CCR §17852(42).

1.6 **"Residual Waste"** shall mean any material that is not included in the definitions of Sections 1.1 through 1.5 above, and that cannot be used by Cold Creek in the ordinary course of business.

1.7 **"Contaminated Load"** shall mean the inclusion of material or liquids in a load in such quantities that one of the following occurs:

1.7.1 The load is spoiled to the extent that the entire load is unusable by Cold Creek in the ordinary course of business as determined solely by Cold Creek.

1.7.2 The cost of removing the contaminants exceeds the value of the organic material, as determined solely by Cold Creek.

1.7.3 The Residual Waste exceeds the CalRecycle standard of more than 1.0 percent by weight or by such standard as is the current standard for contamination established by California Integrated Waste Management Board (CIWMB) or successor agency.

1.8 **"Compensation"** shall mean those fees described in Section 6 below due Cold Creek by PRS for Cold Creek's acceptance and processing of material described in Sections 1.1 through 1.5 above.

1.9 **"Local Annual Tonnage"** shall mean the aggregate of all material described in Section 1.1 above that is generated within the city limits of the City of Ukiah (the “City”), [and](#) collected at the curb from residential and commercial customers by the City Franchisee and delivered by PRS or its Affiliates to the site in any calendar year.

1.10 "Other Annual Tonnage" shall mean any material described in Sections 1.1 through 1.5 above that is generated outside of the city limits of the City, and any material described in Sections 1.2 through 1.5 above that is generated within the city limits of the City, and in each case delivered to the Site by PRS or its Affiliates in any calendar year, but excluding Sonoma Organic Material (as defined below).

1.11 "City Franchisee" shall mean Ukiah Waste Solutions, Inc., a California corporation and an Affiliate of PRS.

1.12 "Affiliate" shall mean any entity at least 50% of the voting power of which is owned by the stockholders of PRS.

1.13 "City" shall mean the City of Ukiah, California.

1.14 "Sonoma Organic Material" shall mean any material described in Sections 1.1 through 1.5 above that is generated in Sonoma County and delivered to the Site by PRS or its Affiliates in any calendar year.

1.15 "Change in Law" means the enactment, adoption, promulgation, issuance, modification, or written adoption or change in administrative or judicial interpretation on or after the Effective Date of, any law, regulation, rule, order, judgment, decree, permit, approval or other requirement of any governmental agency having jurisdiction over this Agreement or a Party's performance hereunder.

2. TERM

2.1 The Term of this Agreement shall commence on ~~November~~March _____, 2019~~5~~, ~~subject to the receipt by PRS of all government approvals and permits necessary for PRS to receive, commingle, store and handle any or all of the materials described in Sections 1.1 through 1.5 above at the PRS Facilities and approval of a Mixed Organic Waste Recycling Program by the City Council of the City of Ukiah (the~~ "Effective Date"), and continue through December 31, 2022, unless extended pursuant to Section 2.2 below, terminated early pursuant to Section 9.1.2 or 9.1.3 below, or amended by mutual agreement in writing by the Parties.

Cold Creek grants to PRS options to extend this Agreement under the same terms and conditions for up to nine (9) individual consecutive one (1) year periods, each consecutive option period at PRS's sole discretion. Such Agreement extension options are contingent upon a reasonable determination by PRS

and the City that Cold Creek has obtained an extension or replacement of the Lease for such periods, or control of a substitute fully-permitted site of equal functionality for such periods and under such terms and conditions that permit Cold Creek to perform its obligations under this Agreement. Upon the exercise by PRS of any option to extend this Agreement, the initial Term described in 2.1 above, plus any extension under this paragraph together shall become the Term.

2.2 Nothing in this Agreement limits PRS's right to pursue any disposal alternatives at the end of the Term subject to City approval.

3. SERVICES PROVIDED BY COLD CREEK

3.1 Cold Creek warrants that the Site is fully permitted and has capacity sufficient to perform its obligations hereunder, and that Cold Creek controls the Site through a valid ground lease.

3.2 Cold Creek shall process all Mixed Organic Waste, Additional Mixed Organic Waste, Agricultural Materials, Wood Waste and Green Material received from PRS or its Affiliates in a way that promotes maximum landfill diversion and shall comply with all applicable laws pertaining to the operation of the Site, including, but not limited to, closure and post closure obligations and any financial assurances. Upon request, Cold Creek agrees to provide PRS with copies of any regulatory inspection reports on its operation within a reasonable amount of time.

3.3 Cold Creek shall maintain all-weather access to the Site for tractor-trailer configured vehicles during regular business hours as provided in Section 3.4 below.

3.4 The Site shall be open for deliveries Monday through Friday, 7 a.m. to 3:30 p.m., and Saturday from 7 a.m. to 1 p.m., excluding the following holidays: Christmas, New Year's Day, Labor Day, Memorial Day, July 4th, and Thanksgiving Day, except that the Site will open on Labor Day, Memorial Day, and July 4th if requested by PRS where notice is given not less than seven (7) days in advance to receive PRS delivery. Such notice may be in the form of an email, phone call or other informal means; however notice shall not be deemed effective until PRS receives an acknowledgement of receipt by Cold Creek by any of the above mentioned forms.

3.5 Cold Creek will provide an adequate, unencumbered tipping area at the Site to assure timely offloading of materials from PRS and its Affiliates' vehicles.

4. SERVICES PROVIDED BY PRS

4.1 City Franchisee will provide a public education program educating its customers on the specific requirements of its Mixed Organic Waste program, and use its best efforts in the monitoring, inspection and enforcement procedures to minimize contamination of the Mixed Organic Waste collection.

4.2 Commencing on the first day of the Term, PRS will deliver all Local Annual Tonnage to the Site, subject only to PRS's receiving approval from the City for such flow direction to Cold Creek.

4.3 Commencing on the first day of the Term, PRS and/or its Affiliates may deliver, in their sole discretion, any or all Other Annual Tonnage and any or all Sonoma Organic Material to the Site, subject to PRS's having received approval where needed for such flow direction to Cold Creek from the jurisdiction holding such authority.

4.4 PRS, at its sole discretion, may either combine Mixed Organic Waste materials with Additional Mixed Organic Waste materials and deliver them together to the Site, or deliver Mixed Organic Waste, Additional Organic Waste, Agricultural Materials, Food Materials, Wood Waste or Green Material separately.

4.5 All materials delivered to the Site described in Sections 4.2 and 4.3 will be billed under payment terms as set forth in Section 6 below.

4.6 PRS's deliveries of Mixed Organic Waste, Additional Mixed Organic Waste, Agricultural Materials, Food Materials, Wood Waste and Green Material to the Site shall be weighed at the Site's truck scale to determine net weight delivered. PRS agrees to deliver all material in trucks with capabilities to discharge its own load. Cold Creek may inspect each load prior to and immediately after unloading and at its discretion may reject any load pursuant to Section 5 below.

5. CONTAMINATED LOADS

5.1 If a load is determined by Cold Creek pursuant to Section 4.6 above to be a Contaminated Load, but only as defined in Section 1.7 above, Cold Creek at its sole discretion may reject the load ("Rejected Load").

5.2 Upon the rejection of a load by Cold Creek, Cold Creek will immediately notify PRS and hold PRS's truck and driver, if instructed to do so by PRS, to allow PRS's management to inspect such load. PRS will have the right to either remove the contamination from the load at Cold Creek's site or dispose of the Rejected Load by backhaul at PRS's sole expense.

5.3 The cost of disposing of Residual Waste contained in a non-Contaminated Load shall be borne solely by Cold Creek.

5.4 In no circumstances shall the materials described in Sections 1.1 through 1.5 above that are not a Contaminated Load be considered unacceptable material.

6. FEES

6.1 PRS shall pay Cold Creek for Local Annual Tonnage delivered to the Site by PRS and its Affiliates, as follows:

6.1.1 ~~\$3~~6.00 per ton commencing on the Effective Date and continuing through December 31, 2019
~~6.~~

~~6.1.2 \$26.00 per ton commencing January 1, 2017 and continuing through December 31, 2018.~~

~~6.1.3~~ 6.1.2 The per-ton fee for Local Annual Tonnage will be adjusted up or down on January 1 of each year, starting January 1, 2020~~19~~, by a percentage factor equal to 0.9 (90%) of the change in the value in the twelve months before the most recent November 1 of the All Urban Consumers Consumer Price Index (CPI-U), all items, for the San Francisco-Oakland-~~San Jose~~Hayward, CA, Base Period 1982 — 1984 = 100, not seasonally adjusted, compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor index.

6.2 PRS shall pay Cold Creek \$~~32~~26.00 per ton for Other Annual Tonnage delivered to the Site by PRS and its Affiliates commencing on the Effective Date and continuing through December 31,

~~2018~~2019. The

per-ton fee for Other Annual Tonnage will be adjusted up or down on January 1 of each year, starting January 1, 2019, by a percentage factor equal to 0.9 (90%) of the change in the value in the twelve months before the most recent November 1 of the All Urban Consumers Consumer Price Index (CPI-U), all items, for the San Francisco-Oakland-~~San Jose~~Hayward, CA, Base Period 1982 — 1984 = 100, not seasonally adjusted, compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor index.

6.3 PRS shall pay Cold Creek \$~~36~~2.00 per ton for Sonoma Organic Materials delivered to the Site by PRS and its Affiliates commencing on the Effective Date and continuing through December 31, 2019~~8~~.

The per-ton fee for Sonoma Organic Materials will be adjusted up or down on January 1 of each year, starting January 1, 2020~~19~~, by a percentage factor equal to 0.9 (90%) of the change in the value in the twelve months before the most recent November 1 of the All Urban Consumers Consumer Price Index(CPI-U), all items, for the San Francisco-Oakland-~~San Jose~~Hayward, CA, Base Period 1982 — 1984 = 100, not seasonally adjusted, compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor index.

6.4 Cold Creek will invoice PRS monthly with payments due in 30 days. Any payments due from PRS and not made within 30 days of receipt of the invoice shall incur additionally a 1.5% per month late charge, or the maximum rate allowed by law, whichever is less.

6.5 Fees due to Cold Creek from PRS described in this Section for services herein shall constitute the total of all Compensation due to Cold Creek by PRS under this Agreement.

7. COLD CREEK LEASE

7.1 The Site is the subject to a valid ground lease (the Lease) between Cold Creek and Lessors, the term of which is currently set to expire on ~~December 31, 2022~~ December 31, 2046. A copy of the Lease is attached hereto as Exhibit A.

7.2 During the Term of this Agreement, Cold Creek shall notify PRS in writing, with a copy to the City Manager of the City, of any material change in the terms of the Lease within seven (7) days of Cold Creek becoming aware of such material change. A copy of a modified Lease (redacted to remove economic terms) or a memorandum of lease signed by Cold Creek and the landlord and setting forth the major non-economic terms of the modified lease, will accompany that notice, and will be added to Exhibit A of the Agreement by the Parties. Notice and delivery of a modified Lease under this Section shall be made by either USPS certified mail or by any national delivery service that provides proof of delivery.

8. INSURANCE AND INDEMNIFICATION

8.1. Comprehensive General Liability-Cold Creek. Cold Creek shall obtain and maintain in full force and effect throughout the entire term of this Agreement a Broad Form Comprehensive General Liability (occurrence) policy with a minimum limit of TWO MILLION DOLLARS (\$2,000,000.00) aggregate and ONE MILLION DOLLARS (\$1,000,000.00) per occurrence for bodily injury and property damage, with any self-insured retention not exceeding TWO HUNDRED THOUSAND (\$200,000.00) per occurrence. Cold Creek shall also obtain and maintain in full force and effect throughout the entire term of this Agreement a pollution legal liability policy with a minimum limit of TWO MILLION DOLLARS (\$2,000,000.00) aggregate and ONE MILLION DOLLARS (\$1,000,000.00) per occurrence for bodily

injury and property damage, with any self-insured retention not exceeding TWO HUNDRED THOUSAND (\$200,000.00) per occurrence, and with tail coverage extending for at least five (5) years after the expiration or termination of the term of this Agreement. Said insurance shall protect PRS and its Affiliates, and the City from any claim for damages for bodily injury, including accidental death, as well as from any claim for property damage, including claims for injury, damage and remediation of alleged environmental contamination which may arise from operations performed pursuant to this Agreement, whether such operations are by Cold Creek itself, or by its agents, employees or subcontractors. Copies of the policies or endorsements evidencing the above-required insurance coverage shall be filed with PRS. Endorsements are required to be made a part of all of the following insurance policies required by this Section:

8.1.1 "PRS and its Affiliates, the City, and its and their employees, agents, and officers, acting within the scope of their employment related to the services provided under this Agreement, are hereby added as insured's as respects liability arising out of activities performed by or on behalf of Cold Creek."

8.1.2 "Thirty (30) days prior written notice by certified mail, return receipt requested, shall be given to PRS and the City in the event of suspension, cancellation, reduction in coverage or in limits or non-renewal of this policy for whatever reason. Such notice shall be sent to PRS and the City."

8.2 Cold Creek, and its successors and assigns, agree to indemnify, hold harmless and defend PRS and its Affiliates, the City, and its and their officers, agents and employees from and against any and all losses, damages, costs, charges, expenses, suits, actions, claims for injury, damage, judgments, liabilities, and attorney fees directly or indirectly, resulting from the delivery and processing of all Mixed Organic Waste, Additional Mixed Organic Waste, Agricultural Materials, Food Materials, Wood Waste and Green Material delivered to the Site by PRS or its Affiliates, arising out of/or related to Cold Creek's leasehold, operation, remediation, closure or post closure of the Site.

8.3 Comprehensive General Liability-PRS. PRS shall name Cold Creek as an additional insured under its General Liability and Pollution insurance policy, which PRS will keep in force during the Term of the Agreement, to the extent of coverage and limits as described in Section 8.1 above.

8.4 PRS, and its successors and assigns, agree to indemnify, hold harmless and defend Cold Creek, and its officers, agents and employees from and against any and all losses, damages, costs, charges, expenses,

suits, actions, claims for injury, damage, judgments, liabilities, and attorney fees directly or indirectly, resulting from all Mixed Organic Waste, Additional Mixed Organic Waste, Agricultural Materials, Food Materials, Wood Waste and Green Material delivered to the Site by PRS or its Affiliates.

9. DEFAULT

9.1 Each of the following shall constitute an event of default ("Event of Default") hereunder:

9.1.1 A party to this Agreement has: (1) failed to comply with one or more of the terms or conditions of this Agreement, or future amendment(s) to this Agreement, or (2) failed to comply with any material federal, state or local laws, ordinances, rules or regulations pertaining to the activity, or (3) when the Site's activity has been determined to be a nuisance or detrimental to the public health, safety or welfare by a body of competent authority.

9.1.2 If Cold Creek does not perform the services for a period in excess of seven (7) days, this Agreement may be terminated by PRS. Cold Creek shall not be in default of this Agreement if Cold Creek commences such action required to cure the particular breach within seven (7) calendar days after such notice, and it continues such performance diligently until completed.

9.1.3 If PRS does not perform the services for a period in excess of seven (7) days, this Agreement may be terminated by Cold Creek. PRS shall not be in default of this Agreement if PRS commences such action required to cure the particular breach within seven (7) calendar days after such notice, and it continues such performance diligently until completed.

9.1.4 If Cold Creek files a voluntary petition for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or shall consent to the appointment of or taking of possession by a receiver, liquidator, assignee (other than as a part of a transfer of equipment no longer useful to Cold Creek or necessary for this Agreement), trustee (other than as security for an obligation under a deed of trust), custodian, sequestrator (or similar official) of Cold Creek for any part of Cold Creek's operating assets or any substantial part of Cold Creek's property, or shall make any general assignment for the benefit of Cold Creek's creditors, or shall fail generally to pay Cold Creek's debts as they become due or shall take any action in furtherance of any of the foregoing;

9.1.5 A court having jurisdiction shall enter a decree or order for relief in respect of Cold Creek, in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, or Cold Creek shall consent to or shall fail to oppose any such proceeding, or any such court shall enter a decree or order appointing a receiver, liquidator,

assignee, custodian, trustee, sequestrator (or similar official) of Cold Creek or for any part of Cold Creek's operating equipment or assets, or orders the winding up or liquidation of the affairs of Cold Creek;

9.1.6 If PRS files a voluntary petition for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or shall consent to the appointment of or taking of possession by a receiver, liquidator, assignee, trustee (other than as security for an obligation under a deed of trust), custodian, sequestrator (or similar official) of PRS for any part of PRS's operating assets or any substantial part of PRS's property, or shall make any general assignment for the benefit of PRS's creditors, or shall fail generally to pay PRS's debts as they become due or shall take any action in furtherance of any of the foregoing;

9.1.7 A court having jurisdiction shall enter a decree or order for relief in respect of PRS, in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, or PRS shall consent to or shall fail to oppose any such proceeding, or any such court shall enter a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of PRS or for any part of PRS's operating equipment or assets, or orders the winding up or liquidation of the affairs of PRS;

9.1.8 A seizure or attachment (other than a prejudgment attachment) of, or levy affecting possession on the operating equipment of a party to this Agreement, including without limitation, vehicles, maintenance facilities, office facilities, or any part thereof of such proportion as to substantially impair the party's ability to perform under this Agreement and which cannot be released, bonded, or otherwise lifted within 48 hours excluding weekends and holidays.

9.2 Upon an "Event of Default" by either party, the non-defaulting party may suspend, amend, or terminate this Agreement.

10. THIRD PARTY BENEFICIARIES

10.1 The Parties acknowledge and declare that the City is and will be a Third-Party beneficiary of this Agreement, included without limitation, with the same rights as the Parties to enforce the terms of this Agreement.

10.2 The Parties agree that PRS's rights under this Agreement can be assigned or assumed by the City, at the City's sole option, without per ton fee adjustments to the City or its assignee, upon an Event of Default by PRS. Upon such an Event of Default, any payments then due to Cold Creek by PRS shall

continue to be the obligation of PRS and such payment obligation shall not be transferred to the City upon the assumption or assignment of such rights.

11. ASSIGNMENT

11.1 Except as provided in Sections 10.2 and 11.2, neither Party shall sell, assign or otherwise transfer, by operation of law or otherwise, its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other, which shall not be unreasonably withheld or delayed.

11.2 Consent is not required for an assignment of this Agreement in connection with a sale or other disposition of substantially all the assets of the assigning Party's business.

11.3 This Agreement shall be binding on and inure to the benefit of the successors and permitted assigns of each of the Parties hereto.

12. INDEPENDENT CONTRACTOR

Each Party is and shall perform this Agreement as an independent contractor and, as such, shall have and maintain complete control over all of its employees, agents and their conduct of operations. Neither Party, nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative or employee of the other Party.

13. MUTUAL RELEASE

13.1 Each Party, on behalf of itself and its affiliates (including, in the case of PRS, its Affiliates), officers, directors, insurers, attorneys, employees, agents, predecessors, successors and assigns, hereby releases and agrees to hold harmless the other Party and the other Party's affiliates (including, in the case of PRS, its Affiliates), officers, directors, insurers, attorneys, employees, agents, predecessors, successors and assigns from and against any and all claims, damages, actions, causes of action, costs and expenses (including attorney's fees), at law or in equity, known or unknown, of every type whatsoever existing as of, or hereafter arising out of or in connection with events through the Effective Date, whether resulting from the delivery by PRS and its Affiliates of materials to the Site under the conditions stated in such Affiliates' agreements with the City or otherwise, excluding any claim for breach of the release in this Section 13.

13.2 Each Party acknowledges Section 1542 of the California Civil Code, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

and hereby waives any rights or benefits such Party may have under such Section or any other similar provision of law to the maximum extent permitted by law.

13.3 Each Party hereby represents and warrants that such Party is the sole owner of, and has not assigned to any other person or entity all or any part of, any of the claims released by such Party pursuant to the release in this Section 13. Each Party further agrees never to bring any action or proceeding on any claim that such Party has released hereunder.

14. ENTIRE AGREEMENT

This Agreement represents the entire understanding and agreement between the Parties hereto relating to the processing and disposal of the materials described herein and supersedes any and all prior agreements, whether written or oral, that may exist between the Parties regarding same and supersedes any and all terms and conditions which may exist in any form with any party regarding PRS's disposal of such materials at the Site.

15. SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Agreement or any part thereof is, for any reason, held to be illegal, such decision shall not affect the validity of the remaining portions of this Agreement or any part thereof, except as specifically set forth herein.

16. NOTICES

All Notices by the Parties will be given at the address listed below after the signature line. Such addresses may be changed by advising the other Party in writing, using either USPS Certified Mail, or any national delivery service that provides proof of service.

17. GENERAL PROVISIONS

Either Party shall be relieved of its obligations hereunder for the duration of a Force Majeure or a Change in Law, if, as a result of a Force Majeure or a Change in Law, such party is unable to perform. A

Force Majeure shall include only events outside of the Party's control and which are either Acts of

God or the unforeseeable.

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both Parties to this Agreement.

The Parties stipulate and agree that any litigation relating to the enforcement or interpretation of this Agreement, arising out of either Parties' performance or relating in any way to the work, shall be brought in Superior Court in Mendocino County.

In the event legal action is instituted by either Party to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees and actual costs in connection with such action.

This Agreement and amendments and supplemental agreements hereto may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands on the day and year indicated:

Date: PACIFIC RECYCLING SOLUTIONS, INC.

David M. Carroll, President
Pacific Recycling Solutions, Inc.
3515 Taylor Drive
Ukiah, California 95482

Date: Martin Mileck, President
Cold Creek Compost, Inc.
6000 Potter Valley Road
Ukiah, California 95482

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AGENDA SUMMARY REPORT

SUBJECT: Authorization for Staff to Develop Plans and Specifications for Public Infrastructure and Right-of-Way Improvements on East Clay Street.

DEPARTMENT: Economic Development

PREPARED BY: Shannon Riley

ATTACHMENTS:

[Attachment 1 - Courthouse Site Plan](#)

Summary: Council will consider prioritizing infrastructure and public right-of-way improvements along East Clay Street in conjunction with the development of the new Mendocino County Courthouse and associated infrastructure on the Perkins Depot Site.

Background: In 2016, the State of California purchased 4.1 acres adjacent to the Ukiah Depot (E. Perkins Street) for the development of a new Mendocino County courthouse. The seller, North Coast Railroad Authority (NCRA), also owns roughly seven acres of adjacent parcels (see Attachment 1) and has retained a project manager to perform the site improvements required by the State. While the State has not yet budgeted for the design and construction of the courthouse, the purchase price of the property included funds for new streets into the site—the extension of Hospital Drive and East Clay Street—and other infrastructure improvements. Those improvements are expected to occur in the next year.

The City of Ukiah has been involved in the development of the new courthouse since the early site selection phase. Recognizing the importance of the courthouse to Ukiah's downtown, the City worked to help identify sites within the downtown core and helped remediate contamination associated with the Depot site.

RECOMMENDED ACTION: Authorize Staff to develop plans and specification for public infrastructure and right-of-way improvements at East Clay Street

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

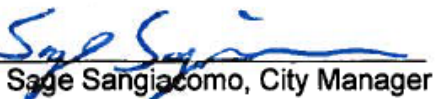
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

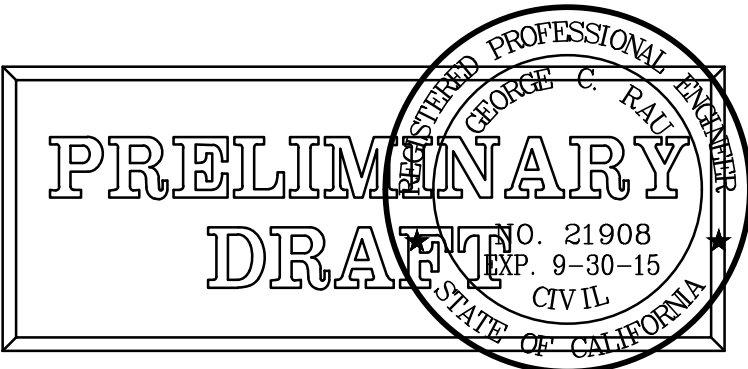
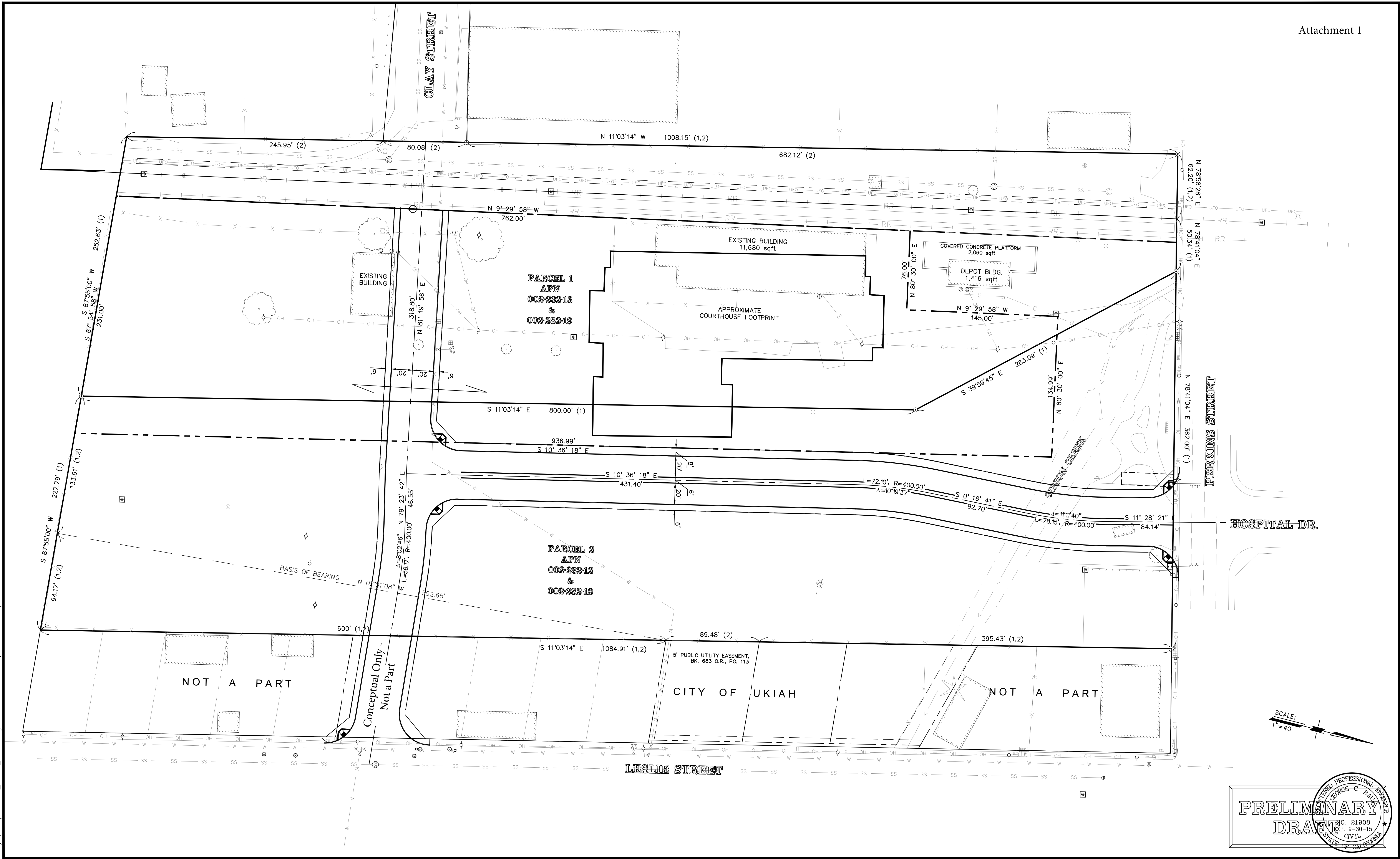
Approved:


Sage Sangiacomo, City Manager

In terms of developing the Depot site for this future use, the State is primarily concerned with the functionality of the site as it relates to the courthouse structure. However, the City is also concerned with the functionality of the surrounding streets, the development of public infrastructure that will permit the build-out of the full 11 acres, the smooth integration of this project with the existing downtown, and the beautification of this important corridor. Additionally, upon completion of the new "Courthouse Boulevard" and the Clay Street extension, those streets will be deeded over to the City of Ukiah, making it increasingly important, from a maintenance perspective, that they are constructed to the City's standards.

Discussion: East Clay Street, which will be extended into the Depot site, will likely become widely used as a linkage to the downtown. This street also borders the recently improved Grace Hudson's Nature Education Project. Unfortunately, this street is in very poor condition and is host to significant drainage issues. The Public Works Department's Pavement Management System rates the condition of this street as "Failed," with extensive weathering, moderate to heavy base failure, failed patches, with extensive network of moderate to heavy linear cracking. Storm drain and low-impact development work associated with the Museum project has helped with the drainage on the south side of the street, but does not resolve problems on the north side, which will be exacerbated by raising the grade to cross the train tracks. Additionally, the south side of the street, as well as the adjacent section of S. Main Street, is lacking important pedestrian improvements.

In anticipation of the future development of this area, Staff is recommending that infrastructure improvements at and near East Clay Street, including storm drains and other utilities, pavement, and sidewalks, be added to the Capital Improvement Plan (CIP) planning worksheet and prioritized for consideration within the 2019/20 budget. If approved, plans and specifications would be developed in preparation for coordination with courthouse site construction.



DATE:		REVISION:	BY:	COMPUTER NO. SERVER		OWNER:	CITY OF UKIAH	RAU AND ASSOCIATES INC. CIVIL ENGINEERS • LAND SURVEYORS 100 NORTH PINE STREET • (707) 462-6536 • UKIAH, CA 95482	DRAWING:		PRELIMINARY SITE PLAN COURT HOUSE	Date: OCT. 2014	SHEET 1 of XX SHEETS
				PATH: Z:\R11003.3\DRAWINGS							Scale: AS SHOWN		
				FILE:							Drawn: MAW		
				PSVIEW:							Checked: GCR		
				MSVP:			Reviewed: GCR						
				MSVIEW:		LOCATION:	300 SEMINARY DRIVE UKIAH, CA. 95482	PROJECT:		RAIL YARD REDEVELOPMENT PROJECT	Job No: R11003.3		

Xrefs: R11003.3_TitleBlock.dwg; R11003.3_Plots-REV.dwg
Path: Z:\R11003.3\Drawings\Civil\R11003.3_Prelim_Roads.dwg Plot Date: Oct 23, 2014 at 2:38pm



AGENDA SUMMARY REPORT

SUBJECT: Receive Updates, and Discussion and Appointments Regarding 2019 Council Assignments, and Consideration of Disbandment and Modification to City Council Committees and Ad Hocs; and Adoption of Resolution Appointing a Director and an Alternate to the Ukiah Groundwater Sustainability Agency (GSA).

DEPARTMENT: Administration

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - 2019 City Council Special Assignments & Ad Hocs](#)

[Attachment 2 - Resolution for GSA](#)

Summary: City Council members will provide reports and updates on their committee and ad hoc assignments, and will consider adopting a resolution appointing a Director and an Alternate to the Ukiah Groundwater Sustainability Agency (GSA). If necessary, the Council may consider modifications to the committee and ad hoc assignments.

Background: City Council members are assigned to a number of committees and ad hoc activities. These assignments are included as Attachment #1.

On April 19, 2017, the City Council authorized the Mayor and City Manager to execute a Joint Powers Agreement forming the Ukiah Valley Basin Groundwater Sustainability Agency (GSA), which requires each agency to appoint its members by Resolution. Per the 2019 City Council Special Assignment List approved by

RECOMMENDED ACTION: Receive report(s) and adopt resolution appointing a Director and an Alternate to the Ukiah Groundwater Sustainability Agency (GSA). The Council may also consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

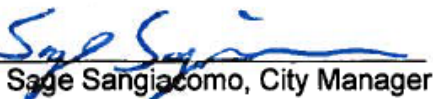
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mayor Mulheren and Sean White, Water Resources Director

Approved: _____


Sage Sangiacomo, City Manager

Council at the December 19th meeting, the Director for the GSA is Councilmember Crane, and the Alternate is Mayor Mulheren. Attachment #2 is a Resolution officially making these appointments.

Discussion: Previously, the City Council discussed having more time allocated to reporting on committee and ad hoc activities. Often, the Council Reports section of the regular agenda is rushed due to impending business (i.e., public hearings), and not enough time is afforded for reports beyond community activities.

In an effort to foster regular updates on committee and ad hoc assignments, this item is being placed on the agenda to provide the City Council members an expanded opportunity to report on assignments.

The Council may also consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).

Additionally, staff is recommending adoption of the Resolution appointing Councilmember Crane as Director, and Mayor Mulheren as Alternate to the Groundwater Sustainability Agency.

2019 CITY COUNCIL SPECIAL ASSIGNMENTS

COUNTY/REGIONAL OnGoing One + Alternate	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Disaster Council	Shall meet a minimum of twice a year at a time and place designated upon call of the chair	Place designated upon call of the chair or, if she/he is unavailable or unable to call such meeting, the first vice chair and then the City Manager or her/his designee.		Emergency Management Coordinator 300 Seminary Ave. Ukiah, CA 95482 467-5765 - Tami Bartolomei	Develop any necessary emergency and mutual aid plans, agreements, ordinances, resolutions, rules, and regulations.	Mulheren Orozco- Alternate	Tami Bartolomei, Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
Mendocino Council of Governments (MCOG)	1st Monday of month, 1:30 p.m.	Board of Supervisors Chambers	501 Low Gap Road Ukiah, CA	Executive Director 367 N. State Street, Ste. 206 Ukiah, CA 95482 463-1859	Plan and allocate State funding, transportation, infrastructure and project County wide	Brown Mulheren- Alternate	Rick Seanor, Deputy Director of Public Works; 463-6296 rseanor@cityofukiah.com
Mendocino County Inland Water and Power Commission (IWPC)	2nd Thursday of month, 6:00 p.m.	Civic Center 300 Seminary Avenue conference room 5		IWPC Staff P.O. Box 1247 Ukiah, CA 95482 391-7574 - Candace Horsley	Develops coordination for water resources and current water rights: Potter Valley project - Eel River Diversion	Orozco Brown- Alternate	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com
Mendocino Solid Waste Management Authority (MSWMA)	3rd Thursday of every other month (varies), 10:00 a.m.	Willits Council Chambers		Solid Waste Director 3200 Taylor Drive Ukiah, CA 95482 468-9710	County-wide Solid Waste JPA	Brown Scalmanini- Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino Transit Authority (MTA) Board of Directors	Last Wednesday of month, 1:30 p.m.	Alternating locations - Ukiah Conference Center or Fort Bragg, or Point Arena		Executive Director 241 Plant Road Ukiah, CA 95482 462-1422	County-wide bus transportation issues and funding	Mulheren Brown- Alternate	Rick Seanor, Deputy Director of Public Works; 463-6296 rseanor@cityofukiah.com
North Coast Opportunities (NCO)	4th Wednesday of month, 2 p.m.	Alternating locations - Ukiah and Lakeport		Ross Walker, Governing Board Chair North Coast Opportunities 413 North State Street Ukiah, CA 95482	Assist low income and disadvantaged people to become self reliant	Bartolomei (appointed 12/19/18)	Tami Bartolomei, Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
North Coast Rail Authority (NCRA)	2nd Wednesday of month, 10:30 a.m.	Various Locations - announced		419 Talmage Road, Suite M Ukiah, CA 95482 463-3280	Provides a unified and revitalized rail infrastructure meeting the freight and passenger needs of the region	Mayor	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Russian River Watershed Association (RRWA)	4th Thursday of month, 9:00 a.m. (only 5 times a year)	Windsor Town Hall		Russian River Watershed Association Attn: Daria Isupov 425 South Main St., Sebastopol, CA 95472 666-4857	Consider issues related to Russian river - plans projects and funding requests	Mulheren Brown- Alternate	Rick Seanor, Deputy Director of Public Works; 463-6296 rseanor@cityofukiah.com
Ukiah Valley Basin Groundwater Sustainability Agency (GSA)	2nd Thursday of month, 1:30 p.m.	Board of Supervisors Chambers;	501 Low Gap Road Ukiah, CA	County Executive Office Nicole French 501 Low Gap Rd., Rm. 1010 Ukiah, CA 95482 463-4441	GSA serves as the Groundwater Sustainability Agency in the Ukiah Valley basin	Crane Mulheren- Alternate	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com
COUNTY/REGIONAL One + Staff Alternate	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Economic Development & Financing Corporation (EDFC)	2nd Thursday of month, 2:00 p.m.	Primarily 631 S. Orchard Street (location varies)		Executive Director 631 South Orchard Avenue Ukiah, CA 95482 467-5953	Multi-agency co-op for economic development and business loan program	Riley (appointed 12/19/18)	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Greater Ukiah Chamber of Commerce Liaison ex officio	4th Wednesday of month, 9:00 a.m.	Conference Center 200 S. School Street Ukiah, CA		200 S. School Street Ukiah, CA 95482 462-4705	To represent and set policy for Chamber and area businesses	Riley (appointed 12/19/18)	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com;
Main Street Program Board of Directors ex officio	1st Thursday of month, 8:00 a.m.	200 South School Street Ukiah, CA		200 S. School St. Ukiah, CA 95482 463-6729	Develops activities for downtown economic development program	Riley (appointed 12/19/18)	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Sun House Guild ex officio	2nd Tuesday of month, 4:30 p.m.	Sun House 431 S. Main St. Ukiah, CA		431 S. Main Street Ukiah, CA 95482 467-2836	Support and expand Grace Hudson Museum	Bartolomei (appointed 12/19/18)	David Burton, Museum Director; 467-2836 dburton@cityofukiah.com

2019 CITY COUNCIL SPECIAL ASSIGNMENTS

Continued - COUNTY/REGIONAL One + Staff Alternate	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Mendocino Youth Project JPA Board of Directors	3rd Wednesday of month, 7:45 a.m.	776 S. State Street Conference Room		Mendocino Co. Youth Project 776 S. State Street, Ste. 107 Ukiah, CA 95482 707-463-4915	targets all youth with a focus on drug and alcohol prevention, healthy alternatives and empowering youth to make healthy choices	UPD Staff	Recommend to be assigned to staff - Forthcoming from UPD
Northern California Power Agency (NCPA)	4th Thursday of month, 9:00 a.m. (see calendar from NCPA)	Roseville, CA and other locations		651 Commerce Drive Roseville, CA 95678 916-781-4202	Pool of public utilities for electric generation and dispatch	Crane Grandi - Alternate	Mel Grandi , Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
LOCAL/COUNTY/REGIONAL/LIASONS OnGoing One or Two Council and/or Staff	MTG DATE/TIME	LOCATION		MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
League of California Cities Redwood Empire Legislative Committee	Prior to Division Meetings, meets 3x in person and then via conference call	Various locations that are announced		Redwood Empire League President; Public Affairs Program Manager (916) 658-8243	Elected city officials and professional city staff attend division meetings throughout the year to share what they are doing and advocate for their interests in Sacramento	Mulheren Brown- Alternate	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
City Selection Committee	Called as required by the Clerk of the Board	BOS Conference Room 501 Low Gap Rd. Rm. 1090 Ukiah, CA		C/O: BOS 501 Low Gap Rd., Rm 1090 Ukiah, CA 95482 463-4441	Makes appointments to LAFCO and Airport Land Use Commission	Mayor	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Investment Oversight Committee	Varies	Civic Center 300 Seminary Ave. Ukiah, CA 95482		Civic Center 300 Seminary Ave. Ukiah, CA 95482	Reviews City investments, policies, and strategies	Crane Alan Carter, Treasurer	Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Library Advisory Board	3rd Wednesdays of alternate months (beginning January), 1:00 p.m.	Various Mendocino County Libraries		Ukiah County Library 463-4491	Review library policy and activities	Bartolomei (appointed 12/19/18)	Kristine Lawler , City Clerk; 463-6217; klawler@cityofukiah.com
Ukiah Players Theater Board of Directors	3rd Tuesday of month, 6:00 p.m	1041 Low Gap Rd Ukiah, CA 95482 462-1210		1041 Low Gap Rd Ukiah, CA 95482 462-1210	To oversee the activities, organization and purpose of the Ukiah Players Theater	Greg Owen , Airport Manager (appointed 12/19/18)	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Ukiah Unified School District (UUSD) Committee	Quarterly	511 S. Orchard, Ste. D Ukiah, CA 95482		511 S. Orchard Ukiah, CA 95482	Information exchange with UUSD Board Chair, Mayor, Superintendent, and City Manager	Mayor, City Manager and Police Chief	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
Russian River Flood Control District (RRFCD)	1st Monday of month, 5:30 p.m.	151 Laws Ave., Suite D Ukiah, CA		151 Laws Ave., Ukiah, CA 95482; rrfc@pacific.net; 462-5278	Proactively manage the water resources of the upper Russian River for the benefit of the people and environment of Mendocino County	White (appointed 12/19/18)	Sean White , Director of Water Resources; 463-5712 swhite@cityofukiah.com
HHSa Advisory Board	2nd Wednesday of month; 9:00 a.m.	Big Sur Room County Department of Social Services		Executive Director Jackie Williams - 462-1934 c/o Ford St. Project 139 Ford St. Ukiah CA 95482	Discussions and possible work on health and human service issues	Brown - Liaison	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino County Local Area Formation Commission (LAFCO)	1st Monday of month, 9:00 a.m.	Board of Supervisors Chambers		Executive Director 200 S. School Street, Ste. 2 Ukiah, CA 95482 463-4470	Required by legislation - planning spheres of influence, annexation, service areas, and special districts	Crane Mulheren- Alternate	Craig Schlatter , Director of Community Development; 463-6219; cschlatter@cityofukiah.com
Mendocino County Airport Land Use Commission	As needed	BOS Conference Room 501 Low Gap Rd., Rm. 1090, Ukiah, CA		Mendocino County Executive Office 501 Low Gap Rd. Rm. 1010 Ukiah, CA 95482	To formulate a land use compatibility plan, provide for the orderly growth of the airport and the surrounding area, and safeguard the general welfare of the inhabitants within the vicinity	Owen/Schlatter	Greg Owen , Airport Manager; 467-2855; gowen@cityofukiah.com Craig Schlatter , Director of Community Development; 463-6219; cschlatter@cityofukiah.com
Mendocino County 2nd District Liaison	1st Wednesdays of month, 8:00 a.m.	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482		Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the City's 2nd District Supervisor	Brown Crane- Alternate	Sage Sangiacomo , City Manager; 463-6221; ssangiacomo@cityofukiah.com
Fire Executive Committee	2nd Wednesdays of month, 3:45 p.m.	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA		Stephanie Abba Civic Center 300 Seminary Ave. Ukiah, CA 95482 sabba@cityofukiah.com	Per the recently adopted agreement between the City of Ukiah and the Ukiah Valley Fire Protection District	Orozco/Brown	Dan Grebil , Fire Authority Administrator; 462-7921 x400; dgrebil@cityofukiah.com

2019 AD HOC COMMITTEES		
COMMITTEE	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Electric Grid Operational Improvements	Crane/Scalmanini	Mel Grandi , Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
Rate Studies for Electric, Water, Sewer	Crane/Scalmanini	Mel Grandi , Electric Utility Director; 463-6295 mgrandi@cityofukiah.com Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Sean White , Director of Water Resources; 463-5712 swhite@cityofukiah.com Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Downtown Parking Management	Mulheren/Brown	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Budget Development Best Practices and Financial Policy For FY 19/20 Budget	Crane/Brown	Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com Sheri Mannion , Human Resource Director/Risk Manager; 463-6272,
Public Works Project Specification Development	Crane/Mulheren	Tim Eriksen , Public Works Director/City Engineer;
Uniform Cost Accounting	Crane/Mulheren	Tim Eriksen , Public Works Director/City Engineer;
Vichy Springs Resort Litigation	Brown/Scalmanini	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
Marbut Study Ad Hoc	Brown/Scalmanini	Justin Wyatt , Police Operations Captain, 463-6760 jwyatt@cityofukiah.com
Solar Proposal-Application Project	Crane/Scalmanini	Sean White , Director of Water Resources; 463-5712 swhite@cityofukiah.com

RESOLUTION NO. 2019-**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPOINTING A DIRECTOR AND AN ALTERNATE TO THE UKIAH GROUNDWATER SUSTAINABILITY AGENCY**

WHEREAS, the California legislature has adopted, and the Governor has signed into law, the Sustainable Groundwater Management Act of 2014 ("SGMA"), which authorizes local agencies to manage groundwater in a sustainable fashion; and

WHEREAS, the legislative intent is to provide for sustainable management of groundwater basins, to enhance local management of groundwater, to establish minimum standards for sustainable groundwater management; and

WHEREAS, in order to exercise the authority granted in SGMA, a local agency or combination of local agencies must elect to form a Groundwater Sustainability Agency (GSA); and

WHEREAS, the City of Ukiah (the City) is a local agency, as SGMA defines that term, and

WHEREAS, the City is committed to sustainable groundwater management of its groundwater resources, as shown by, among other actions, its conservation efforts and substantial community investment in conjunctive use infrastructure to establish groundwater sustainability; and

WHEREAS, the City overlies the Ukiah Valley Groundwater Basin (UVGB), (designated basin number 1-052) in the California Department of Water Resources' (DWR) groundwater basin system; and

WHEREAS, the Ukiah Valley groundwater basin has been designated by DWR as a medium-priority basin; and

WHEREAS, California Water Code Section 10723.2, as enacted by SGMA, requires that a GSA consider the interests of all beneficial users of groundwater, as well as, those responsible for implementing groundwater sustainability plans; and

WHEREAS, Water Code Section 10723.8 requires that a local public agency or combination of local agencies electing to form a GSA notify the DWR of their election and intention to undertake sustainable groundwater management within designated jurisdictional boundaries; and

WHEREAS, pursuant to Government Code 6066, notice of a public hearing on the City's election to join in the formation of a GSA for the Ukiah Valley Groundwater Basin has been published as required by law; and

WHEREAS, on April 19, 2017, the City Council Authorized the Mayor and City Manager to execute a Joint Powers Agreement (JPA) Forming the Ukiah Valley Groundwater Sustainability Agency (GSA).

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

1. Hereby appoints the following as the City's designated director and alternate director of the Ukiah Valley Groundwater Sustainability Agency to serve in accordance with the Section 7.5 of the JPA.

Director: Douglas F. Crane

Alternate Director: Maureen Mulheren

2. The City Clerk is hereby directed to submit a copy of this Resolution to the Secretary of the GSA in accordance with Section 7.3.1 of the JPA.

PASSED AND ADOPTED this 16th day of January 2019, by the following roll call vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk