



City Council Regular Meeting
AGENDA

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

February 6, 2019 - 6:00 PM

5:30 P.M. RECEPTION FOR THE SPONSORS OF THE 2018 UKIAH ON ICE - ALL WELCOME.

1 ROLL CALL

2 PLEDGE OF ALLEGIANCE

3 PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

3.a. [2018-19 Ukiah On Ice; Presentation and Sponsor Appreciation](#)

Recommended Action: Receive presentation; present Certificates of Appreciation to sponsors.

[Attachment 1 - Ukiah On Ice Budget Report 2018](#)

[Attachment 2 - 2018 Ukiah On Ice Sponsors](#)

3.b. [Receive Presentation of Fourth Quarter Employee Recognition Awards.](#)

Recommended Action: Receive a presentation of the Employee Recognition Awards for the first quarter.

[None](#)

4 PETITIONS AND COMMUNICATIONS

5 APPROVAL OF MINUTES

5.a. [Approval of the January 16, 2019, Regular Meeting Minutes](#)

Recommended Action: Approve the Minutes of January 16, 2019, a Regular Meeting, as submitted.

[Attachment 1 - January 16, 2019, Draft Minutes](#)

5.b. [Approval of the January 30, 2019, Special Meeting Minutes.](#)

Recommended Action: Approve the January 30, 2019, Special Meeting Minutes.

[Attachment 1 - Draft Minutes for January 30, 2019](#)

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. [Report of Disbursements for the Month of December 2018.](#)
Recommended Action: Approve the Report of Disbursements for the month of December 2018.
[Attachment 1 - December 2018 Summary of Disbursements](#)
[Attachment 2 - Account Codes for Reference](#)
[Attachment 3 - Object Codes for Reference](#)
[Attachment 4 - December 2018 Disbursement Detail](#)
- 7.b. [City Council to Consider Authorizing the City Manager to Negotiate and Execute a Lease Agreement between the City of Ukiah and Rusty Bowl BMX, Inc.](#)
Recommended Action: Authorize the City Manager to negotiate and execute a lease agreement between the City of Ukiah and Rusty Bowl BMX, Inc.
[Attachment #1 - BMX Lease](#)
- 7.c. [Notification of Purchase of Rectangular Rapid Flashing Beacon Signs and Poles from Statewide Traffic Safety and Signs in the Amount of \\$24,729.93.](#)
Recommended Action: Receive Notification of Purchase of Rectangular Rapid Flashing Beacon Signs and Poles from Statewide Traffic Safety and Signs in the Amount of \$24,729.93.
[None](#)
- 7.d. [Notification of Purchase of a Cold Planer Loader Work Tool from Peterson CAT in the Amount of \\$22,333.93 as Approved in the Fiscal Year 2018-2019 Capital Budget.](#)
Recommended Action: Receive Notification of Purchase of a Cold Planer Loader Work Tool from Peterson CAT in the Amount of \$22,333.93 as Approved in the Fiscal Year 2018-2019 Capital Budget
[None](#)
- 7.e. [Request Authorization to Increase Contract Funding for Capital Improvement Projects Design and Engineering Services by \\$300,000 to Utility Design Services, LLC for the Electric Utility System. \(EUD\)](#)
Recommended Action: Authorize increase in contract funding for Capital Improvement Projects Design and Engineering Services by \$300,000 to Utility Design Services, LLC for the Electric Utility System. (EUD)
[None](#)
- 7.f. [Award a Professional Services Agreement with Munselle Civil Engineering for Engineering and Survey Support Services for the Dora Street Utility Improvement Project in the Amount of \\$90,590.](#)
Recommended Action: Award the professional services agreement to Munselle Civil Engineering in the amount of \$90,590 for engineering and survey support services for the Dora Street Utility Improvement Project.
[Attachment 1 - Dora Street Utility Improvement Project RFP](#)
[Attachment 2 - RFP - Munselle](#)

- 7.g. City Council to Approve Submission of Two Concept Proposals for Proposition 68 Statewide Cultural, Community and Natural Resources Competitive Grant Funds for Vinewood and Oak Manor Park Improvements, and Authorize City Manager to sign Concept Proposal Applications and Grant Documents.

Recommended Action: Approve staff to submit two Concept Proposals for Proposition 68 Statewide Cultural, Community and Natural Resources competitive grant funds for Vinewood and Oak Manor Park Improvements, and authorize the City Manager to sign Concept Proposal applications and grant documents.

None

- 7.h. Notification of Acquisition of Services from Accurate Measurement Systems, Inc. for the Purchase of Instrumentation in the Amount of \$22,090.55 for the Wastewater Treatment Plant and Approval of Change Order for Parts and Installation in the Amount of \$37,977.21 for a Total Amount of \$60,067.76.

Recommended Action: Receive Notification of Acquisition of Services from Accurate Measurement Systems, Inc. for the Purchase of Instrumentation in the Amount of \$22,090.55 for the Wastewater Treatment Plant and Approval of Change Order for Parts and Installation in the Amount of \$37,977.21 for a Total Amount of \$60,067.76.

AMS Attachment 1

AMS Attachment 2

- 7.i. Request Authorization to Amend Contract with Kenwood Energy in the Amount of \$55,000 for Solar Capital Improvement Projects in Developing Specifications, Request for Proposals (RFP) and Construction Management Services.

Recommended Action: Authorize amending the contract with Kenwood Energy in the amount of \$55,000 for Solar Capital Improvement Projects in developing specifications, request for proposals (RFP) and construction management services.

None

8 AUDIENCE COMMENTS ON NON-AGENDA ITEMS

The City Council welcomes input from the audience. If there is a matter of business on the agenda that you are interested in, you may address the Council when this matter is considered. If you wish to speak on a matter that is not on this agenda, you may do so at this time. In order for everyone to be heard, please limit your comments to three (3) minutes per person and not more than ten (10) minutes per subject. The Brown Act regulations do not allow action to be taken on audience comments in which the subject is not listed on the agenda.

9 COUNCIL REPORTS

10 CITY MANAGER/CITY CLERK REPORTS

11 PUBLIC HEARINGS (6:15 PM)

- 11.a. Consideration and Possible Adoption of a 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 Heritage Mendocino Cannabis Microbusiness Project, Located at 1076 Cunningham Street.

Recommended Action: Approve adoption of the Resolution and associated findings overruling the the Mendocino County Airport Land Use Commission's finding of inconsistency with the

Mendocino County Airport Comprehensive Land Use Plan for the proposed Heritage Mendocino project.

Attachment 1- 11-7-18 ASR Heritage Mendocino

Attachment 2- FAA Determination letter_387993982

Attachment 3- ALUC consistency determination SR Heritage Mendocino FINAL 9-7-18

Attachment 4- ALUC_2018-0006__Heritage_Mendocino__Signed_Final_Resolution

Attachment 5- Proposed Overrule Resolution and Findings for Heritage Mendocino

Attachment 6- CalTrans and ALUC letters

12 UNFINISHED BUSINESS

- 12.a. [Approval of a Sole Source Contract with Mead & Hunt, Inc., for the Purpose of Preparing a Complete, Stand-Alone Airport Land Use Compatibility Plan for the Ukiah Municipal Airport; and Approval of Corresponding Budget Amendment and City-County Agreement for Shared Costs.](#)

Recommended Action: Approve a sole source contract with Mead & Hunt, Inc., for the purpose of preparing a complete, stand-alone Airport Land Use Compatibility Plan for the Ukiah Municipal Airport, and approve corresponding budget amendment and City-County Agreement for shared costs.

[Attachment 1- ALUCP Update Options ltr.2018-12-14](#)

[Attachment 2- 1-15-19 Memo to City Council](#)

[Attachment 3- Draft City-County Contract for UKI ALUCP.pdf](#)

[Attachment 4- UKI ALUCP.MeadHunt scope.2019-01-31.pdf](#)

[Attachment 5- Proposed Mead Hunt contract 1-31-19.pdf](#)

- 12.b. [Mid-Year Departmental Budget and Objectives Progress Review for Fiscal Year 18-19 and Review of Draft Objectives for Fiscal Year 19-20.](#)

Recommended Action: Receive, consider, and discuss department-specific budget reports and progress updates on stated objectives for the 2018-19 fiscal year. In addition, the Council will review draft Objectives for the Fiscal Year 19-20. Departments presenting at this meeting are the City Manager's Office and Airport.

[Attachment 1 - Airport](#)

- 12.c. [Authorize the City Manager to Execute Amendment 1 to Contract with The Weist Law Firm for Bond Counsel Services for the Refunding of the 2006 Revenue Bonds.](#)

Recommended Action: Authorize the City Manager to execute Amendment 1 to Contract 1718-159 for an additional contract amount of \$62,235, for a total revised contract amount of \$158,235.

[Attachment 1 - Contract 1718-159 - Weist](#)

[Attachment 2 - Amendment 1 DRAFT - C#1718-159](#)

- 12.d. [Authorize the City Manager to Execute Amendment 2 to Contract with NHA Advisors for Financial Advisory Services related to the refunding of the 2006 revenue bonds.](#)

Recommended Action: Authorize the City Manager to execute Amendment 2 to Contract 1617-119 for an additional contract amount of \$135,000, for a total revised contract amount of \$154,500.

[Attachment 1 - CONTRACT 1617-119 - NHA Advisors](#)

[Attachment 2 - Amendment 1 - C#1617-119 - NHA Advisors](#)

[Attachment 3 - Draft Amendment 2 C#1617-119](#)

13 NEW BUSINESS

- 13.a. Consider Approval of Award of a Professional Services Agreement to Melton Design Group Landscape Architects & Planners for Development of Plans and Designs for the Riverside Park Regeneration Project, Funded by California Natural Resources, California Urban Rivers Grant Program, and Approve Corresponding Budget Amendment.
Recommended Action: Approve award of a professional services agreement to Melton Design Group Landscape Architects & Planners in the amount of \$231,243 for the development of plans and designs for the Riverside Park Regeneration Project, and approve corresponding budget amendment.
Attachment 1 RFP - Landscape Architect - Riverside Park Regeneration Project
Attachment 2 MDG Proposal - Riverside Park Regeneration
Attachment 3 California Natural Resources Agency Grant Agreement
- 13.b. Receive Updates on City Council Committee and Ad Hoc Assignments and if necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad hoc(s).
Recommended Action: Receive report(s). 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)

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. SCUk-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

- 14.d. Conference with Real Property Negotiators
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 002-273-19-00 and 002-273-30-00
Negotiator: Sage Sangiacomo, City Manager;
Negotiating Parties: Bank of America
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: 2018-19 Ukiah On Ice; Presentation and Sponsor Appreciation

DEPARTMENT: Community Services

PREPARED BY: Jake Burgess

ATTACHMENTS:

[Attachment 1 - Ukiah On Ice Budget Report 2018](#)

[Attachment 2 - 2018 Ukiah On Ice Sponsors](#)

Summary: The Ukiah City Council approved a partnership between the City of Ukiah and the Greater Ukiah Chamber of Commerce to bring an outdoor ice rink to downtown Ukiah for a third season. The ice rink was again overwhelmingly supported by the community and its sponsors, and tonight, (Wednesday, February 6, 2019), Council will present sponsors with certificates of appreciation.

Background: After a successful second season, the community was excited to receive the Ukiah on Ice downtown ice-skating rink for a third year. The rink was opened on Saturday, December 1st in coordination with the Ukiah Parade of Lights and Hometown Holiday event. The ice rink was again 100 feet long and 40 feet wide, the maximum size allowable within the parameters of the location on School Street. Ukiah On Ice was staffed by the City of Ukiah including ticket sales, skate rentals, concessions operations, rink guards and rink maintenance.

Discussion: The Ukiah On Ice downtown skating rink was open daily, including holidays, for five weeks, and hosted school field trips along with private parties throughout the majority of the operation. Skating (including

RECOMMENDED ACTION: Receive presentation; present Certificates of Appreciation to sponsors.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

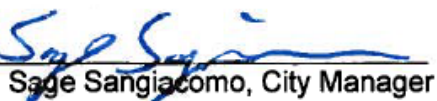
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Tami Bartolomei, Community Services Administrator

Approved:


Sage Sangiacomo, City Manager

ice skate rental) was \$10 per person per session for regular public skate hours and \$8 per session for field trips or large groups.

The community response to the ice rink was outstanding, drawing people from all around Mendocino County, Lake County and northern Sonoma County. The excitement and energy focused around the ice rink was infectious, and resulted in increased traffic to the downtown and to nearby businesses. The rink was especially popular on the weekends, with significant numbers of skaters and families enjoying the activity.

The ice rink hosted a multitude of special events including birthday parties, theme nights, New Year's Eve party, fire victim fundraisers and school fundraisers. These events served to create special memories for those who attended, and the unique setting of a downtown ice skating rink during the holiday season was a ready-made photo opportunity for families and friends. There were also free hockey lessons for a second year, and the sport of curling was introduced to Ukiah during a one-day class.

2018 Ukiah on Ice:

- Received over 8,000 skaters of all ages from near and far
- Welcomed 52 field trips with over 1,200 students and dozens of chaperones
- Hosted 12 parties
- Held 7 Parent Teacher Organization nights, raising over \$500 for local schools
- Employed 40 young adults
- Was supported by 24 sponsors
- Received widespread exposure on social media; on Facebook, 'Ukiah on Ice' posts reached an impressive 80,432 people with 8,421 reactions (Shares, Comments, Likes)

The attached matrix illustrates the operating budget for the ice rink in 2018/19 (Attachment 1). This year's event budget finished with a deficit of \$9,263 but, while not the revenue result staff had hoped for, the City still maintains a fund balance of over \$10,000 moving forward. The Contracted Services line was significantly reduced this season by having City staff operating the chiller and performing all ice maintenance tasks. The revenue generated from operations (ticket sales and concessions) was close to the same as last season, indicating another season of tremendous usage and enjoyment by the public. The sponsor revenue dropped off significantly from last season, possibly due to unusually high competition for fundraising dollars.

City Staff would like to extend their appreciation to the City Council for their support and to everyone who participated in Ukiah On Ice, from the skaters to the behind-the-scenes-staff. In particular, City Staff would like to recognize the generous community sponsors who supported this event and ultimately made it possible, with many going above and beyond for this community event (listed in Attachment 2). For their contributions, they are being presented with Certificates of Appreciation and honored this evening.

UKIAH ON ICE BUDGET

Revenue	2017 Actuals	2018 Actuals
Ticket sales/ Concessions/ Trips	86,972	79,767
Ticket Donations to Low Income Families	4,000	4,200
Sponsors	66,000	42,000
Total	156,972	125,967
Expenses		
Ice Rink/ Skates/ Chiller/ Resurfacer	95,638	82,550
Tent	9,095	9,000
Sand box	Sponsor Donation	Sponsor Donation
Fencing	Sponsor Donation	Sponsor Donation
Security	Sponsor Donation	Sponsor Donation
Hotel for ice rink maintenance staff	Sponsor Donation	Sponsor Donation
Building Permit	1,549	437
Utilities	5,645	5,356
Staff for ice rink- seasonal	28,886	30,107
Banners	1,718	1,354
Promo & Print costs (poster)	732	263
Utility bill insert	387	963
Supplies	10,701	5,200
Total	154,351	135,230
Profit/ Loss	2,621	-9,263



2018 Ukiah On Ice Sponsors

Partner

Adventist Health Ukiah Valley
Greater Ukiah Chamber of Commerce

Platinum

Coyote Valley Casino
Diamond D Construction
Granite Construction
KWINE/MAX Radio

Gold

Friedman's Home Improvement
PG&E
Travelodge / Fairfield Inn & Suites
Visit Ukiah

Silver

Arrow Fencing
Community First Credit Union
DeFatte Equipment Rental
Ukiah Main Street Program

Bronze

Black Oak Coffee Roasters
Fetzer Vineyards
George Petersen & Associates
Hillside Health Center
LACO Associates
Mendocino Forest Products
Northwest Insurance Agency, Inc.
Radiant Yoga
Savings Bank of Mendocino County
Ukiah Paper Supply
Ukiah Waste Solutions



AGENDA SUMMARY REPORT

SUBJECT: Receive Presentation of Fourth Quarter Employee Recognition Awards.

DEPARTMENT: Human Resources

PREPARED BY: Sheri Mannion

ATTACHMENTS:

None

Summary: The Mayor will present selected employees with Exceptional Employee awards.

Background: The City of Ukiah prioritizes the retention and attraction of outstanding employees and recognizes their role in our goal of providing exceptional customer service. The Exceptional Employees Program, through a nomination process, recognizes and awards those employees or teams of employees who have truly gone above and beyond.

Once each quarter, nominations are considered from the categories of field crews, public safety, and administration.

Discussion: The recipients for the fourth quarter 2018 are as follows:

Nancy Cooley, Customer Services Representative: Nancy was nominated for her professionalism, dedication and compassion in service. While assisting an elderly man at the utility counter who had just received a 48-hour shut off notice, Nancy noticed the customer was visibly distraught, as he did not have enough money to

RECOMMENDED ACTION: Receive a presentation of the Employee Recognition Awards for the first quarter.

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

pay his bill. The gentleman had a "promise to pay" note on his bill and asked if he could make a partial payment. Knowing that there are programs to help individuals in need, Nancy asked if he had heard of the Home Energy Assistance Program (HEAP), then helped him to fill out the application, and instructed him to go directly to the North Coast Energy Services (NCES) to turn it in. During her regular work break, she went down to NCES to insure his application was received. Not only did Nancy go above and beyond to help this gentleman with his HEAP application, she gifted him \$20 of her own money and asked him to do something special for his wife.

Daniel Spence, Recreation Program Coordinator: Daniel exemplifies the City's core values of Service, Safety, and especially Innovation. As a newer team member, he has brought many fresh and creative ideas to the Recreation and Aquatics Divisions, including some well received events. These new events include Neon Nights, the "Dive in Movie" Jaws, and The Apocalypse Haunted House, which were scheduled in the evening, setting them apart from the standard programs offered. All three of these events saw immediate success and provide new activities for teenagers and young adults, a demographic often underserved in our area. It's because of Daniel's commitment, leadership, and innovative ideas that these events were so successful and tremendously appreciated by the community.

Chris Long, Police Sergeant, Ross Lunceford, Police Officer, Adam Elledge, Police Officer: These officers were nominated for exemplifying the values of the Police Department and City Core Values. They responded to a call regarding a woman screaming for help. Upon arriving they encountered a disabled homeless woman in which they were very familiar with, who suffers from mental and physical disabilities, and can often be difficult. The officers were able to quickly identify that the woman was frustrated because her wheelchair was broken and it was preventing her from obtaining her medication. The officers remained patient and understanding of her frustration while trying reason with her to remedy the situation. Seeing that they were not going to be able to reason with her, they coordinated with the Senior Center to donate a replacement wheelchair, which was delivered to their location.



AGENDA SUMMARY REPORT

SUBJECT: Approval of the January 16, 2019, Regular Meeting Minutes

DEPARTMENT: Clerk/Admin

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - January 16, 2019, Draft Minutes](#)

Summary: Council will consider approving the Minutes of January 16, 2019, a Regular Meeting (Attachment 1).

Background: N/A

Discussion: N/A

RECOMMENDED ACTION: Approve the Minutes of January 16, 2019, 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
January 16, 2019
6:00 p.m.**

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

Ukiah City Council met at a Regular Meeting on January 16, 2019, having been legally noticed on January 11, 2019. Mayor Doble called the meeting to order at 6:00 p.m. Roll was taken with the following **Councilmembers Present:** Jim O. Brown, Stephen G. Scalmanini, and Maureen Mulheren. **Councilmembers Absent by Prearrangement:** Juan V. Orozco and Douglas F. Crane **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 City Manager Sangiacomo.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Presentation of the Statistics for the 2018/19 Youth Basketball League.

Presenter: Julie Whiteakar, Activities/Sports Coordinator.

Presentation was received.

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

a. Approval of the December 19, 2018, Regular Meeting Minutes

Motion/Second: Brown/Scalmanini to approve Minutes of December 19, 2018, a regular meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, and Mulheren. NOES: None. ABSENT: Orozco and Crane ABSTAIN: None.

6. RIGHT TO APPEAL DECISION

7. CONSENT CALENDAR

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

a. Adoption of Resolution (2019-01) Approving the City of Ukiah's Qualified Contractors List for 2019 – *City Clerk.*

b. Adoption of Resolution (2019-02) 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 – *Administration.*

- c. Approval of Notice of Completion for 2018 Street Rehabilitation Project, Specification No. 18-01 – *Public Works*.
- d. Report the Purchase (PO 45820) of a New Pitney Bowes Mailing System and Approve Corresponding Budget Amendment – *Purchasing*.
- e. Authorize Execution of Amendment to the Agreement (COU No. 1213-180-A4) 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 – *Public Works*.
- f. Report of Amendments to the Existing Audit Contract (COU No. 1617-150-A2) with Van Lant & Fankhanel for a Total Amount of \$24,700, and Approval to Amend the Contract for an Additional \$3,500 – *Finance*.
- g. Notification of Purchase (PO 45695-02) and Installation of Shipping Containers for Temporary Records Retention and Community Services Storage, in the Amount of \$25,402.92, and Approval of Corresponding Budget Amendment – *City Clerk*.
- h. Approval of Amendment #2 (COU No. 1617-146-A2) 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 – *Water Resources*.

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

Public Comment: Jason Gilman – Camping Ordinance.

9. **COUNCIL REPORTS**

Presenter: Mayor Mulheren.

10. **CITY MANAGER/CITY CLERK REPORTS**

Presenter: Sage Sangiacomo, City Manager.

11. **PUBLIC HEARINGS (6:15 PM)**

12. **UNFINISHED BUSINESS**

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

Presenter: Shannon Riley, Deputy City Manager.

Public Comment: Dan Anderson, Redwood Community Services; John McCowen, Mendocino County 2nd District Supervisor; Que B Anthony; and Camille Schrader, Redwood Community Services.

Motion/Second: Brown/Scalmanini to adopt a limited resolution (2019-03) declaring a shelter crisis to allow HEAP funding for specific projects. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, and Mulheren. NOES: None. ABSENT: Orozco and Crane ABSTAIN: None.

b. 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.

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

Public Comment: Martin Mileck, Cold Creek Compost.

Motion/Second: Brown/Scalmanini to approve and authorize Pacific Recycling Solutions to enter the first amended and restated agreement (COU No. 1718-162-A1*) for Mixed Organic Waste Services between Cold Creek Compost and Pacific Recycling Solutions. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, and Mulheren. NOES: None. ABSENT: Orozco and Crane ABSTAIN: None.

**Note: This contract number references an amendment to Exhibit D of the contract between the City and Ukiah Waste Solutions, and is not for the agreement between Pacific Recycling Solutions and Cold Creek Compost.*

13. **NEW BUSINESS**

a. Authorization for Staff to Develop Plans and Specifications for Public Infrastructure and Right-of-Way Improvements on East Clay Street.

Presenters: Shannon Riley, Deputy City Manager and Tim Eriksen, Public Works Director / City Engineer.

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

Motion/Second: Scalmanini/Brown to authorize Staff to develop plans and specifications for public infrastructure and right-of-way improvements at East Clay Street. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, and Mulheren. NOES: None. ABSENT: Orozco and Crane ABSTAIN: None.

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

Presenter: Sage Sangiacomo, City Manager.

Motion/Second: Brown/Scalmanini to adopt resolution (2019-04) appointing Councilmember Crane as Director and Mayor Mulheren as an Alternate to the Ukiah Groundwater Sustainability Agency (GSA), Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, and Mulheren. NOES: None. ABSENT: Orozco and Crane ABSTAIN: None.

Council Consensus to include Councilmember Orozco as a liaison to the Russian River Flood Control District.

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. SCU-K-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 Closed Session was held.

15. **ADJOURNMENT**

There being no further business, the meeting adjourned at 7:00 p.m.

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approval of the January 30, 2019, Special Meeting Minutes.

DEPARTMENT: Clerk/Admin

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - Draft Minutes for January 30, 2019](#)

Summary: The City Council will consider approving the January 30, 2019, Special Meeting Minutes.

Background: N/A

Discussion: N/A

RECOMMENDED ACTION: Approve the January 30, 2019, Special Meeting Minutes.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: _____


Sage Sangiacomo, City Manager

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

**January 30, 2019
5:30 p.m.**

1. ROLL CALL

Ukiah City Council met for a Special Meeting on January 30, 2019, which was legally noticed on January 26, 2019, Mayor Mulheren called the meeting to order at 5:30 p.m. Roll was taken with the following **Councilmembers Present:** Juan V. Orozco, Jim O. Brown, Stephen G. Scalmanini, Vice Mayor Douglas F. Crane, and Mayor Maureen Mulheren. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney (*arriving at 5:40 p.m.*); and Kristine Lawler, City Clerk.

MAYOR MULHEREN PRESIDING.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Brown.

3. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

No public comment was received.

4. NEW BUSINESS

a. Mid-Year Budget Report and Budget Development Schedule Discussion for Fiscal Year 2019-20 – Finance.

Presenter: Dan Buffalo, Finance Director.

A PowerPoint presentation was given and the report was received.

b. Review and Update the Ukiah City Council Strategic Plan – Administration.

Presenter: Sage Sangiacomo, City Manager.

A PowerPoint presentation was given.

Council Consensus to accept the revised City Council Strategic Plan including the addition of a fifth priority – Enhance our Neighborhoods: Foster a sense of small-town life by embracing our diversity and supporting our residents with quality services and vibrant places (People, Places, Services).

RECESS: 6.42 – 6:50 P.M.

c. Five-Year Capital Improvement Program (CIP) Overview and Draft Update for Fiscal Year 2019/20 – Finance.

Presenters: Mary Horger, Procurement Manager and Dan Buffalo, Finance Director.

Direction was given to staff.

4. ADJOURNMENT

There being no further business, the meeting adjourned at 7:24 p.m.



AGENDA SUMMARY REPORT

SUBJECT: Report of Disbursements for the Month of December 2018.

DEPARTMENT: Finance

PREPARED BY: Candice Rasmason

ATTACHMENTS:

[Attachment 1 - December 2018 Summary of Disbursements](#)

[Attachment 2 - Account Codes for Reference](#)

[Attachment 3 - Object Codes for Reference](#)

[Attachment 4 - December 2018 Disbursement Detail](#)

Summary: Payments made during the month of December 2018 are summarized on the Report of Disbursements. Further detail is supplied on the Schedule of Bills, representing the four (4) individual payment cycles within the month.

Background: Accounts Payable Check Numbers (City & UVFA): 3030347-3030477; 3030478-3030589; 3030590-3030725; 3030726-3030729

Accounts Payable Wire Transfers: N/A

Payroll Check Numbers: 506634-506674; 506675-506714

Payroll Manual Check Numbers: 506633, 506675, 506676

Direct Deposit Numbers: 90440-90559; 90660-90882

Manual Direct Deposit Numbers: N/A

Void Check Numbers: 3030211, 3030362, 3030483, 3030212, 3030692

Void Direct Deposit Numbers: N/A

RECOMMENDED ACTION: Approve the Report of Disbursements for the month of December 2018.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: _____


Sage Sangiacomo, City Manager

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

Attachment #1: December 2018 Summary of Disbursements

Attachment #2: Account Codes for Reference

Attachment #3: Object Codes for Reference

Attachment #4: December 2018 Disbursement Detail

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

Attachment 1

FUNDS:

100	General Fund	\$213,051.92	700	Sanitary Disposal Site Fund	\$58,879.44
105	Measure S General Fund		701	Landfill Corrective Fund	
110	Special General Fund		702	Disposal Closure Reserve Fund	
120	Streets Capital Improvement	\$485,019.74	704	Post Closure Fund - Solid Waste	\$0.00
201	Worker's Comp Fund		720	Golf Fund	
202	Liability Fund		730	Conference Center Fund	\$38,894.07
203	Garage Fund	\$7,272.63	750	Visit Ukiah	\$4,950.90
204	Purchasing Fund	\$2,861.69	777	Airport Fund	\$61,271.83
205	Billing & Collections Fund	\$9,241.10	778	Airport Capital Improvement Fund	
206	Public Safety Dispatch Fund	\$3,353.11	779	Special Aviation Fund	
207	Payroll Posting Fund	\$8,253.64	800	Electric Fund	\$797,487.11
208	Building Maintenance/Corp Yard Fund	\$30,201.87	801	Electric Capital Reserve Fund	\$17,421.65
209	IT Fund	\$113,889.34	803	Lake Mendocino Bond Reserve	
220	Equipment Reserve Fund		805	Street Lighting Fund	\$9,165.66
250	Special Revenue Fund		806	Public Benefits Fund	\$7,981.13
251	Special Projects Reserve Fund		820	Water Fund	\$65,794.26
253	CITY PROP 172	\$10,242.17	822	Water Capital Improvement Fund	
300	Park Development Fund		830	Recycled Water Fund	\$1,340,822.06
301	Anton Stadium Fund	\$0.00			
302	Observatory Park Fund		840	City/District Sewer Fund	\$378,733.80
304	Swimming Pool Fund	\$0.00	841	Sewer Contruction Fund	
305	Riverside Park Fund	\$0.00	843	Sewer Capital Fund	
306	Skate Park Fund	\$0.00	900	Special Deposit Trust	\$15,722.54
310	Museum Grants		901	General Service (Accts Recv)	
311	Alex Rorbaugh Recreation Center Fund	\$3,441.01	902	U.S.W. Billing & Collection	\$56,862.84
312	Downtown Business Improvement Fund		903	Public Safety - AB 109	\$0.00
313	LMIHF Housing Asset Fund		905	Federal Emergency Shelter Grant	
314	Winter Special Events	\$10,938.95	905	Mendocino Emergency Service Authority	
500	2106 Gas Tax Fund		911	Russian River Watershed Association	\$7,779.50
501	2107 Gas Tax Fund		915	UVFD	\$17,804.75
503	2105 Gas Tax Fund		916	UVFD PROP 172	\$10,242.19
505	Signalization Fund		917	UVFD Measure B	\$32,523.11
506	Bridge Fund		918	UVFD Mitigation	\$1,361.78
507	1998 STIP Augmentation Fund		940	Sanitation District Special Fund	
508	SB325 Reimbursement Fund		943	Sanitation District Capital Improvement Fund	
509	S.T.P. Fund		952	REDIP Sewer Enterprise Fund	
510	Trans-Traffic Congest Relief Fund		960	Community Redevelopment Agency	
511	Rail Trail Fund	\$2,300.00	961	RDA Housing Pass-Through	
600	Community Development Block Grant		962	Redevelopment Housing Fund	
601	EDBG 94-333 Revolving Loan		963	Housing Debt	
602	Community Development Fund		964	RDA Capital Pass-Through	
603	08-HOME-4688		965	Redevelopment Capital Improvement Fund	
604	CDBG Grant 09-STBG-6417		966	Redevelopment Debt Service	
605	11-HOME-7654 Fund	\$0.00	967	Housing Bond Proceeds	
606	CDBG Grant 10-EDEF-7261	\$62.92	968	Non-Housing Bond Proceeds	
607	Prop 84 Grant Fund		969	RDA Obligation Retirement Fund	\$306.00
609	13-CDBG-8940		844/944	Sewer Capital Projects Fund	\$18,889.60
610	City RDA Projects Fund				
630	Asset Seizure Fund				
631	Asset Seizure Fund (Drug/Alcohol)				
633	H & S Education 11489(B)(2)(A1)				
634	Federal Asset Seizure Grants				
635	SUP Law Enforcement Service Fund				
637	Local Law Enforcement Block Grant				
638	Asset Forfeiture 11470.2 H & S				
639	Special Revenue - Police	\$0.00			
640	Parking District Fund	\$1,574.17			
691	Museum Fund	\$9,745.19			

PAYROLL CHECK NUMBERS: 506634-506674

DIRECT DEPOSIT NUMBERS: 90440-90559

PAYROLL PERIOD: 11/18/18-12/01/18

PAYROLL CHECK NUMBERS: 506677-506714

DIRECT DEPOSIT NUMBERS: 90660-90882

PAYROLL PERIOD: 12/2/18-12/15/18

PAYROLL CHECK NUMBERS:

DIRECT DEPOST NUMBERS:

PAYROLL PERIOD:

VOID CHECK NUMBERS:

3030211, 3030362, 3030483, 3030212

3030692

MANUAL CHECK NUMBERS:

506633, 506675, 506676

WIRE TRANSFER NUMBERS:

TOTAL DEMAND PAYMENTS- A/P CHECKS \$3,962,916.06

TOTAL DEMAND PAYMENTS-WIRES* & EFT's \$148.00

TOTAL PAYROLL CHECKS & DIRECT DEPOSITS \$905,250.42

TOTAL PAYROLL EFT's (TAXES, PERS, VENDORS) \$562,535.15

* vendor name(if applicable)

TOTAL PAYMENTS \$5,430,849.63

CERTIFICATION OF CITY CLERK

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

City Clerk

APPROVAL OF CITY MANAGER

I have examined this Register and approve same.

CERTIFICATION OF DIRECTOR OF FINANCE

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

City Manager

Director of Finance

Account Code Summary

Attachment 2

10000000	General Fund	20526430	Electric Department - Meter Readers
10010000	City Council	20620231	Ukiah Dispatch
10011100	City Clerk	20620232	Ft Bragg Dispatch
10011300	Elections	20700000	Payroll Posting Fund
10012100	City Manager	20822500	Building Maintenance
10012200	Administrative Support	20824300	Corporation Yard
10012400	Miscellaneous General Government	20922900	IT Fund
10013400	Finance Department	22013300	FA Replace - Finance UB
10014000	City Attorney	22020200	FA Replace - Police Operations
10015100	Treasury Management	22021210	FA Replace - Fire Administration
10016100	Human Resources	22022900	FA Replace - Information Technology
10017100	Economic Development	22024100	FA Replace - Garage
10018000	Community Outreach	22024220	FA Replace - Streets
10020217	Animal Control	22024413	FA Replace - Water Distribution Cap
10022100	Parks	22024414	FA Replace - Water Distribution O&M
10022300	Aquatics	22024421	FA Replace - City Wastewater
10022800	Recreation	25024210	Engineering Reserve
10022810	Recreation Administration	25024300	Corporation Yard Reserve
10022821	Adult Basketball	25122900	CIP - IT
10022822	Adult Softball	25123100	CIP - Planning
10022824	Co-Ed Volleyball	25124210	CIP - Engineering
10022831	Youth Basketball	25124220	CIP - Streets
10022832	Youth Softball	25124410	CIP - Water
10022840	Day Camp	25124421	CIP - City Wastewater
10022850	Classes & Clinics	25126410	CIP - Electric
10022860	Special Activities	30022200	Park Development
10023100	Community Planning	30122210	Anton Stadium
10023320	Building Inspection	30222220	Observatory Park
10024210	Engineering	30522250	Riverside Park
10024214	Traffic Signals	30622260	Skate Park
10024620	Streets	30822280	Project Planning
10024224	Storm Drains	31022700	Museum Grant
10514000	Police - City Attorney	31122000	Alex Rorabaugh Recreation Center
10520210	Patrol	31217100	Downtown Business Improvement District
10520214	Police Reserves	50524210	Engineering - Signalization Fund
10520216	COPS Grant	50624210	Capital Engineering
10520218	Police - CSO	50824210	SB325 - Engineering
10520224	Police - Major Crimes Task Force	50824220	SB325 - Streets
10521210	Fire Administration	50924210	STP - Engineering
10521312	Fire Volunteer Station	50924220	STP - Streets
20112400	Worker's Compensation Fund	51024220	Trans - Traffic Slurry Seal
20212400	Liability Fund	510X9999	Trans -Traffic Project
20324100	Garage Fund	60217441	Grant - CDBG 602
20413500	Purchasing Fund	60317442	Grant - HOME 603
20513300	Billing and Collections	60417441	Grant - CDBG 604
20514000	Billing and Collections - City Attorney	60517442	Grant - HOME 605
20524412	Water Department - Meter Readers	60517461	First Time Homebuyer Program

Account Code Summary

Attachment 2

60517462	FTHB Activity Delivery	80026130	Electric Substation
60517467	FTHB - PIR	80026140	Reimbursable Work for Others
60600000	CDBG Grant 10-EDEF-7261 Fund	80026200	Electric Metering
60617441	Grant - CDBG 606	80026300	Electric Generation
60617451	General Administration	80026312	Mendocino Hydro
60617452	AD ED Direct Financial Assistance	80026330	Hydro Electric
60617453	ED Direct Financial Assistance	80026400	Electric Administration
60717443	Grant Prop 84	80026410	Electric General Administration
60724413	Prop 84 Water Distribution Cap	80026430	Interdepartmental Charges
60900000	13-CDBG-8940	80326330	Hydro Plant
60917458	13-CDBG-8940	80526610	Street Lighting
63020210	Asset Seizure Expenditure	80626500	Public Benefit
63120210	Drug & Alcohol Education	82027110	Water
63320210	H&S Asset Seizure Expenditure	82027111	Water - Production O&M
63420250	Fed Asset Seizure Expenditure	82027113	Water - Distribution Capital
63520210	SLESF	82027114	Water - Distribution O&M
63820210	Asset Forfeiture 11470	82027115	Water - Production Capital
64020213	Parking Enforcement	82227113	Water - Distribution Capital
69122700	Museum	84027220	Wastewater
70024500	Landfill 700	84027221	Wastewater City - O&M
70224500	Landfill Closure	84027222	Wastewater City - Capital
70424500	Landfill Post closure	84027225	Wastewater Treatment - O&M
72022400	Golf	84027226	Wastewater Treatment - Capital
73022600	Conference Center	84227220	Wastewater
75017110	Visit Ukiah	84327222	Wastewater City - Capital
77725200	Airport Operations	84427221	Wastewater City Capital - O&M
77817411	FAA Grant	84427222	Wastewater City - Capital
80026100	Electric Administration	90000000	Special Deposit Trust Fund
80026110	Electric Overhead	91190100	Russian River Watershed Assoc
80026120	Electric Underground	96900000	Successor Agency
80100000	Infrastructure		

Object Code Summary

Attachment 3

12102	INVENTORY OF SUPPLIES	52526	FRAUD INVEST. ASSESSMENT
12103	STORES PURCHASES	52527	A.D.P. PREMIUM & DEDUCTIBLE
12104	INVENTORY - PURCHASES	52528	LIABILITY INSURANCE
12105	STORES ISSUES	52529	EARTHQUAKE & FLOOD PREMIUMS
51211	PERS UNFUNDED LIABILITY	52530	POLLUTION-ENVIRON INS PREMIUM
51280	OVERTIME/CALLOUT MEALS	52531	UMEMPLOY. INS EXPENSE
51285	CALLOUT MILEAGE REIMBURSEMENTS	52532	SAFETY & TRAINING SUPPORT
52100	CONTRACTED SERVICES	52600	RENT
52107	CONTRACTED SERVICES-EIR	52841	SUCCESSOR AGENCY ADMIN
52108	CONTRACT SERVICES-GPU	54100	SUPPLIES
52110	AMBULANCE BILLING	54101	POSTAGE
52111	MAINT. CONTRCTS - DEFIBRULATOR	54102	SMALL TOOLS
52112	M. S. OVERSIGHT	54105	PHOTOGRAPHIC EXPENSE
52113	PLANNING STUDIES	54106	SPECIALTY SUPPLIES
52114	COMPLIANCE STUDIES	54120	PW - SPECIAL SUPPLIES
52120	LABOR CHARGES FROM OTHER DEPAR	54121	PW - ASPHALT CONCRETE
52130	EDUCATIONAL & MARKETING MATL'S	54122	PW - AGGREGATE BASE
52131	ASSISTANCE TO SENIORS	54123	PW - CRACK SEALANT
52132	EMERGENCY ASSISTANCE	54124	PW - CONCRETE/SUPPLIES
52133	MONTHLY DISCOUNT PROGRAM	54125	PW - TRAFFIC PAINT
52134	CONTRACT ADMINISTRATION	54126	PW-PREMARKS
52135	ENERGY CONSERVATION PROGRAM	54127	PW - SIGN POSTS/SHEETING
52136	PHOTOVOLTAIC RATES/INCENTIVE	54128	PW - COLD PATCH MATERIAL
52137	PUBLIC BENEFITS PROGRAM MGMT	54129	PW - TACK OIL
52138	NCPA PUBLIC BENEFITS PROGRAM	54130	PW - SAFETY
52139	RESEARCH, DEVELOPMENT & DEMO	54131	PW - BARRICADES & CONES
52140	LITIGATION EXPENSES	54160	HR - CITY LIABILITY & CONTRACT
52145	DETACHMENT-SEWER-UVSD	54161	HR - BACKGROUND & PHYSICALS
52150	LEGAL SERVICES/EXPENSES	54162	HR - ADVERTISING
52151	AFLAC & PERS INSUR ADMIN FEES	54163	HR - INTERVIEW SUPPLIES
52170	UKIAH WASTE SOLUTIONS	54164	HR - FORMS & OTHER DIV. EXP.
52171	RESIDENTIAL BILLING CHARGE	54165	HR - NEW EMPLOYEE FINGERPRINT
52172	COMMERCIAL OVERSIGHT FEE	54166	HR - DOT TESTING PROGRAM
52180	SECURITY SERVICES	54167	HR - EMPLOYEE DEVELOPMENT
52301	PROPERTY TAX ADMIN FEE	54168	HR - REMIF SAFETY TRNG & SUPPO
52302	AMBULANCE FEES	54201	PRISONER EXPENSE
52303	REHIT SUPPORT	54202	MAJOR CRIME INVETIGATIONS
52304	LAFCO FEES AND PROP TAX EXP	54320	SOFTWARE
52500	TRUSTEE FEES	54330	COMPUTER AND TECHNOLOGY
52510	ADVERTISING & PROMOTION	54500	EQUIP RENTS AND LEASES
52515	ADVERTISING & PUBLICATION	54700	FINES & PENALTIES
52521	LIABILITY INSURANCE PREMIUM	55100	TELEPHONE
52522	LIABILITY INSURANCE DEDUCT	55200	PG&E
52523	BOILER/MACHINERY PREMIUMS	55210	UTILITIES
52524	PROPERTY INSURANCE	56100	VEHICLE & EQUIPMENT MAINT. & R
52525	WORKER'S COMP. EXPENSE	56110	CITY GARAGE - PARTS

56121	R & M RADIO EQUIPMENT	56111	CITY GARAGE - LABOR
56122	R & M NON-AUTO EMS EQUIPMENT	56112	EQUIPMENT PARTS FOR RESALE
56123	R & M COMPUTERS	56120	EQUIPMENT MAINTENANCE & REPAIR
56124	MAINT CONTRACT DEFIBULATORS	80235	SYSTEM MAINTENANCE
56130	EXTERNAL SERVICES	80236	EMERGENCY/CONTINGENCY
56210	FUEL & FLUIDS	90100	LOAN PROCEEDS
56300	BUILDING MAINT. & REPAIR	90101	LOAN PAYMENT RECEIVED
56410	EQUIPMENT RENTAL - PRIVATE	90301	LOAN REPAYMENT
56504	FACILITY MAINTENANCE & REPAIR	90410	BOND PROCEEDS
56600	AIRFIELD MAINTENANCE & REPAIR		
56700	LANDFILL CLOSURE EXPENSE		
57100	CONFERENCE & TRAINING		
57101	CONF & TRAINING-AQUATICS		
57102	CONF & TRAINING-PARKS STAFF		
57200	MEETINGS		
57300	MEMBERSHIPS & SUBSCRIPTIONS		
58101	NCPA PLANT GENERATION		
58102	NCPA POWER PURCHASES		
58103	NCPA TRANSMISSION		
58104	NCPA MANAGEMENT SERVICES		
58105	NCPA THIRD PARTY SALES		
58106	NCPA PASS THROUGH COSTS		
58107	NCPA COMMITMENTS ACTIVITY		
58201	WATER PURCHASES		
58202	WATER TREATMENT PLANT CHEMICAL		
58401	AVIATION FUEL		
58410	GARAGE LUBRICANTS & PARTS		
58510	REIMBRASABLE JOBS		
59100	PROPERTY TAXES PAID		
59101	FEES		
59102	FRANCHISE FEES		
59350	PURCHASE DISCOUNTS TAKEN		
59400	OTHER EXPENSES		
70101	LOAN PAYMENTS MADE		
70102	BOND INTEREST PAYMENTS		
70110	BOND ISSUANCE COSTS		
70201	LOAN PRINCIPAL PAYMENTS		
70202	BOND PRINCIPAL PAYMENTS		
80100	MACHINERY & EQUIPMENT		
80200	BUILDINGS ACQUISITION		
80210	LAND ACQUISITION		
80220	BUILDING IMPROVEMENTS		
80230	INFRASTRUCTURE		
80231	RECYCLING STUDY 50% GRANT MATC		
80232	LINE REPLACEMENTS		
80233	MAIN REPLACEMENTS		
80234	INFLOW/INFILTRATION		

List of Checks Presented for Approval on 12/7/2018

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

 12-17-18 
Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ADAMSON POLICE PRODUCTS	INV287772	TRUNK ORGANIZER UPD SUV	\$432.53	10020210-80100	MACHINERY & EQUIPMENT	\$432.53
					Vendor Total:	\$432.53
ADVANCED SECURITY SYSTEMS	451456	MONTHLY ALARM SERVICES FOR 130	\$23.25	10021210-52180	SECURITY SERVICES	\$11.63
				91521400-52180	SECURITY SERVICES	\$11.62
					Vendor Total:	\$23.25
AFLAC GROUP INSURANCE	A109149000	NOV 18 AFLAC CRITICAL CARE INS	\$378.96	20700000-20538	AFLAC CRITICAL ILLNSS POLICY	\$378.96
					Vendor Total:	\$378.96
AIR QUALITY MANAGEMENT DISTRICT	5092-5-45-17-29	ANNUAL PERMIT RENEWAL FEES	\$246.33	77725200-52100	CONTRACTED SERVICES	\$246.33
					Vendor Total:	\$246.33
ALL-GUARD ALARM SYSTEMS INC	A206105	MONTHLY MONITORING AT WWTP	\$85.90	84027225-52180	SECURITY SERVICES	\$85.90
					Vendor Total:	\$85.90
ALSEA GEOSPATIAL INC	2018053-R	INITIAL ACCOUNT SETUP : AGENCY	\$3,060.00	10021210-52100	CONTRACTED SERVICES	\$1,530.00
				91521400-52100	CONTRACTED SERVICES	\$1,530.00
					Vendor Total:	\$3,060.00
AMAZON CAPITAL SERVICES	1CHY-9QJT-CPH6	OUTDOOR TRASH CONTAINERS	\$246.50	20822500-56300	BUILDING MAINT. & REPAIR	\$246.50
	1GJT-7WXR-17YY	FLUORESCENT TUBE LIGHTS	\$139.98	77725200-56300	BUILDING MAINT. & REPAIR	\$139.98
	1HQ4-LMCL-DQJ4	UNDERWATER LIGHT	\$47.69	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.24)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.05)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.24)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.24)
				90000000-23013	STATE USE TAX LIABILITY	(\$3.46)
				20822500-54100	SUPPLIES	\$4.23

List of Checks Presented for Approval on 12/7/2018

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AMAZON CAPITAL SERVICES	1HQ4-LMCL-DQJ4	UNDERWATER LIGHT	\$47.69	20822500-54100	SUPPLIES	\$47.69
	1CHY-9QJT-TG7T	MISC OFFICE SUPPLIES	\$70.83	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.12)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.03)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.12)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.12)
				90000000-23013	STATE USE TAX LIABILITY	(\$1.75)
				80026400-54100	SUPPLIES	\$2.14
				80026400-54100	SUPPLIES	\$70.83
	1LVR-1QQG-9KTX	POPCORN MINI CONE HOLDERS	\$107.86	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.54)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.14)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.54)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.54)
				90000000-23013	STATE USE TAX LIABILITY	(\$7.82)
				31422860-54100	SUPPLIES	\$9.58
				31422860-54100	SUPPLIES	\$107.86
	1V3R-JPVP-Q19K	PAPER, POUCHES	\$120.40	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.06)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.02)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.06)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.06)
				90000000-23219	PUMPKINFEST	\$1.06
				90000000-23219	PUMPKINFEST	\$12.96
				90000000-23013	STATE USE TAX LIABILITY	(\$0.86)
				10022810-54100	SUPPLIES	\$107.44
	11GX-HPPG-DW6G	PET CLEANER	\$139.80	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.70)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.18)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.70)

List of Checks Presented for Approval on 12/7/2018

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AMAZON CAPITAL SERVICES	11GX-HPPG-DW6G	PET CLEANER	\$139.80	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.70)
				10024620-54120	PW - SPECIAL SUPPLIES	\$12.42
				10024620-54120	PW - SPECIAL SUPPLIES	\$139.80
				90000000-23013	STATE USE TAX LIABILITY	(\$10.14)
	19R9-W9YQ-49RJ	CALENDAR REFILL	\$7.46	10020210-54100	SUPPLIES	\$7.46
	1TPW-L16T-HX13	INDOOR CLOCK	\$47.83	10021210-54100	SUPPLIES	\$23.91
				91521400-54100	SUPPLIES	\$23.92
	1WNQ-M9YV-DG9L	INDOOR CLOCK	\$47.83	10021210-54100	SUPPLIES	\$23.92
				91521400-54100	SUPPLIES	\$23.91
	1D64-7JCW-NG3J	SURGE PROTECTORS, EXTENSION CORDS	\$137.76	73022600-54100	SUPPLIES	\$137.76
	1CHY-9QFT-JQP6	STANDING DESK	\$217.74	80026400-54100	SUPPLIES	\$217.74
	Vendor Total:					\$1,331.68
	APPLIED INDUSTRIAL TECHNOLOGIES CA LLC	7014886259	RHINO DIRT	\$381.06	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR
Vendor Total:						\$381.06
AT&T	000012164671	T1 TO INTERNET	\$573.75	20913900-55100	TELEPHONE	\$573.75
	000012165068	TELEPHONE SERVICE	\$5,070.47	20913900-55100	TELEPHONE	\$5,070.47
	Vendor Total:					\$5,644.22
BARNES & THORNBURG	201869	2018-2019 MONITORING YEAR	\$4,950.00	77725200-52100	CONTRACTED SERVICES	\$4,950.00
					Vendor Total:	
BAUER COMPRESSORS INC	0000247461	EVOLUTION 6000 TIC - FAHRENHEI	\$15,246.86	25321210-54102	SMALL TOOLS	\$7,623.43
				91621400-54102	SMALL TOOLS	\$7,623.43
				Vendor Total:		\$15,246.86
BEST BEST & KRIEGER LLP	835001	RDA LEGAL SERVICES AS NEEDED	\$1,126.32	10017200-52150	LEGAL SERVICES/EXPENSES	\$1,126.32
					Vendor Total:	
BOMBER INC	20356	SAFETY GLASSES	\$372.35	80026400-54100	SUPPLIES	\$372.35
					Vendor Total:	
CANTEEN SERVICE	5975:003410	UKIAH ON ICE SUPPLIES	\$324.00	31422860-54100	SUPPLIES	\$324.00
					Vendor Total:	

List of Checks Presented for Approval on 12/7/2018

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CARTER GRISSOM	DV052019.1	SUNDAYS IN THE PARK PROMOTOR C	\$500.00	90000000-23226	CONCERT SERIES	\$500.00
	DV052019.2	SUNDAYS IN THE PARK PROMOTOR C	\$500.00	90000000-23226	CONCERT SERIES	\$500.00
	DV052019.3	SUNDAYS IN THE PARK PROMOTOR C	\$500.00	90000000-23226	CONCERT SERIES	\$500.00
	DV052019.4	SUNDAYS IN THE PARK PROMOTOR C	\$500.00	90000000-23226	CONCERT SERIES	\$500.00
	DV052019.5	SUNDAYS IN THE PARK PROMOTOR C	\$500.00	90000000-23226	CONCERT SERIES	\$500.00
	DV052019.6	SUNDAYS IN THE PARK PROMOTOR C	\$500.00	90000000-23226	CONCERT SERIES	\$500.00
	DV111718	SUNDAYS IN THE PARK PROMOTOR C	\$4,000.00	90000000-23226	CONCERT SERIES	\$4,000.00
Vendor Total:						\$7,000.00
CATHERINE MONROE	DV112118	WILD GARDENS CURRICULUM - CATH	\$2,220.00	69122700-52100	CONTRACTED SERVICES	\$2,220.00
	Vendor Total:					\$2,220.00
CHEM DRY	18821	CARPET CLEANING SVCS	\$56.48	69122700-56300	BUILDING MAINT. & REPAIR	\$56.48
	Vendor Total:					\$56.48
CHOUINARD & MYHRE INC	1811028	IBM POWER9 SERVER 1:9009 MODEL	\$31,582.98	20913900-80100	MACHINERY & EQUIPMENT	\$24,906.43
				20913900-54320	SOFTWARE	\$6,676.55
	Vendor Total:					\$31,582.98
CHROMAGRAPHS	66367	BUSINESS CARDS- S ABBA, J ADAIR, K JENNINGS	\$207.90	10021210-54100	SUPPLIES	\$103.95
				91521400-54100	SUPPLIES	\$103.95
	Vendor Total:					\$207.90
CLARK PEST CONTROL	23038174	PEST CONTROL SVCS	\$94.00	80026210-52100	CONTRACTED SERVICES	\$94.00
	23025193	PEST CONTROL SVCS	\$74.00	80026220-52100	CONTRACTED SERVICES	\$74.00
	23025233	PEST CONTROL SVCS	\$95.00	80026400-52100	CONTRACTED SERVICES	\$95.00
	Vendor Total:					\$263.00
COMCAST	1067 DEC 18	INTERNET SERVICES	\$113.18	10021210-55100	TELEPHONE	\$56.59
				91521400-55100	TELEPHONE	\$56.59
	Vendor Total:					\$113.18
CONDUENT ENTERPRISE SOLUTIONS LLC	1491439	SERVICE CALL AND MATERIALS	\$272.19	20513300-52100	CONTRACTED SERVICES	\$272.19
	Vendor Total:					\$272.19

List of Checks Presented for Approval on 12/7/2018¹²

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CONSUMERS PIPE & SUPPLY CO	S1398079.005	EUD ACTUATOR RETURN PO# 45376	(\$1,203.16)	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	(\$1,203.16)
	S1398079.006	EUD ACTUATOR FROM PO# 45376	\$1,215.52	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,215.52
	S1398079.002	ELECTRIC ACTUATOR	\$2,430.36	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$2,430.36
Vendor Total:						\$2,442.72
CONVERGENT COMPUTING	BILL52254	IT SERVICES	\$225.00	20913900-52100	CONTRACTED SERVICES	\$225.00
	BILL52255	IT SERVICES	\$675.00	20913900-52100	CONTRACTED SERVICES	\$675.00
	BILL52253	IT SERVICES	\$1,125.00	20913900-52100	CONTRACTED SERVICES	\$1,125.00
Vendor Total:						\$2,025.00
CWEA	DV110718	CWEA LAB EXAM II- E CABALLOS	\$185.00	84027225-57100	LEARNING AND DEVELOPMENT	\$185.00
Vendor Total:						\$185.00
DAN BUFFALO	CPA122312.2 019	REIMBURSEMENT- D BUFFALO CPA LICENSE RENEWAL	\$120.00	10013400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$120.00
Vendor Total:						\$120.00
DEPARTMENT OF JUSTICE	340376	CHEM/TEST REPORT CRIMINAL INVE	\$595.00	10020210-52100	CONTRACTED SERVICES	\$595.00
	335038	FY1819 CLETS SERVICE	\$1,200.48	20620231-55100	TELEPHONE	\$1,200.48
Vendor Total:						\$1,795.48
DETROIT INDUSTRIAL TOOL	566187	BLADES	\$475.80	84027221-54100	SUPPLIES	\$475.80
Vendor Total:						\$475.80
DIANN LUCCHETTI	2182	REIMBURSEMENT- LUNCH MEETING	\$67.86	80026400-57100	LEARNING AND DEVELOPMENT	\$67.86
Vendor Total:						\$67.86
DORSEYS AUTO REPAIR	DV111618	ENERGY REBATE- DORSEYS	\$878.00	80626450-52135	ENERGY CONSERVATION PROGRAM	\$878.00
Vendor Total:						\$878.00
E&M ELECTRIC & MACHINERY, INC	328159	10-7002R CFP# 110307 - CUSTOME	\$12,002.00	84027225-52100	CONTRACTED SERVICES	\$12,002.00
Vendor Total:						\$12,002.00
EATON CORP	49578334	MAGNUM DS REMANUFACTURING SERVICE	\$8,723.00	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$8,723.00
Vendor Total:						\$8,723.00
EDDIE VEDOLLA JR	DV110618	INSTRUCTOR	\$176.40	10022850-52100	CONTRACTED SERVICES	\$176.40
Vendor Total:						\$176.40

List of Checks Presented for Approval on 12/7/2018

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ELIJAH WANN	DV113018	INSTRUCTOR	\$250.00	10022850-52100	CONTRACTED SERVICES	\$250.00
					Vendor Total:	\$250.00
EPIC AVIATION LLC	7146113	JET A FUEL	\$17,333.93	77725200-58401	AVIATION FUEL	\$17,333.93
	7143398	JET A FUEL	\$30,823.10	77725200-58401	AVIATION FUEL	\$30,823.10
					Vendor Total:	\$48,157.03
FARWEST LINE SPECIALTIES LLC	266383	ELECTRICAL EQUIPMENT AND SUPPLIES	\$391.45	80026110-54102	SMALL TOOLS	\$195.73
				80026120-54100	SUPPLIES	\$195.72
	266934	ELECTRICAL EQUIPMENT AND SUPPL	\$1,684.23	80026110-54100	SUPPLIES	\$1,684.23
	263801	CLOTHING	\$1,037.34	80026120-54100	SUPPLIES	\$1,037.34
					Vendor Total:	\$3,113.02
FASTENAL	CAUKA33374	MISC. SUPPLIES AS NEEDED	\$2.44	10021210-56130	EXTERNAL SERVICES	\$2.44
	CAUKA33346	MISC. SUPPLIES AS NEEDED	\$25.01	10024620-54120	PW - SPECIAL SUPPLIES	\$25.01
					Vendor Total:	\$27.45
FLIGHT LIGHT INC	0065618-IN	TRANSFORMER	\$293.13	77725200-56300	BUILDING MAINT. & REPAIR	\$293.13
					Vendor Total:	\$293.13
FRANK ROMANO	UPD12312018	K9 TRAINING DEC 18	\$225.00	10020210-57100	LEARNING AND DEVELOPMENT	\$225.00
	UPD11302018	K9 TRAINING NOV 18	\$225.00	10020210-57100	LEARNING AND DEVELOPMENT	\$225.00
	UPD10312018	K9 TRAINING- OCT 18	\$700.00	10020210-57100	LEARNING AND DEVELOPMENT	\$700.00
					Vendor Total:	\$1,150.00
G3 ENGINEERING INC	2018-6016	SUPPLIES AS NEEDED	\$906.44	84027225-56130	EXTERNAL SERVICES	\$906.44
					Vendor Total:	\$906.44
GEARY, SHEA, O'DONNELL, GRATTAN, & MITCHELL	45103	TRIAL COUNSEL IN UVSD VS. COU	\$8,391.28	84427222-52150	LEGAL SERVICES/EXPENSES	\$8,391.28
					Vendor Total:	\$8,391.28
GEORGINA FETH-MICHEL	39	GINNY FETH-MICHEL - CAFR & FIN	\$9,300.00	10013400-52100	CONTRACTED SERVICES	\$9,300.00
					Vendor Total:	\$9,300.00
GINA GRECO	DV111718	INSTRUCTOR	\$140.00	10022850-52100	CONTRACTED SERVICES	\$140.00

List of Checks Presented for Approval on 12/7/2018

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
GINA GRECO	DV110518	INSTRUCTOR	\$1,239.00	10022850-52100	CONTRACTED SERVICES	\$1,239.00
					Vendor Total: *****	\$1,379.00
GOLDEN STATE EMERGENCY VEHICLE SERVICE INC	CIO14408	HANDLELOCK	\$888.11	10021210-56130	EXTERNAL SERVICES	\$888.11
					Vendor Total: *****	\$888.11
GRAINGER INC	9020832045	SAFETY CAN AND OIL CAN FOR CHAIN SAW	\$473.53	25321210-54102	SMALL TOOLS	\$236.77
				91621400-54102	SMALL TOOLS	\$236.76
	9947752524	WIPES	\$25.54	10021210-54100	SUPPLIES	\$12.77
				91521400-54100	SUPPLIES	\$12.77
	9959438442	LAUNDRY DETERGENT	\$83.84	10021210-54100	SUPPLIES	\$41.92
				91521400-54100	SUPPLIES	\$41.92
	867701393	STATION SUPPLIES	\$336.98	10021210-54100	SUPPLIES	\$168.49
				91521400-54100	SUPPLIES	\$168.49
					Vendor Total: *****	\$919.89
GRANITE CONSTRUCTION COMPANY	1503580	MISC. ROCK & ROAD PATCH MATERI	\$105.99	84027221-54100	SUPPLIES	\$105.99
					Vendor Total: *****	\$105.99
HERC RENTALS INC	30416239-001	RENTAL OR PURCHASEOF MISC. EQU	\$114.08	10024620-54127	PW - SIGN POSTS/SHEETING	\$114.08
					Vendor Total: *****	\$114.08
HOME DEPOT CREDIT SERVICES	3010558	SOCKET EXTENDER, SHELF UNIT	\$237.69	84027225-56300	BUILDING MAINT. & REPAIR	\$237.69
	2104810	VINYL TUBE	\$10.03	82027111-52100	CONTRACTED SERVICES	\$10.03
	4590586	TOUGH TAPE, DUCT TAPE	\$21.07	90000000-23256	SPECIAL EVENTS TRUST	\$21.07
	5040038	PLASTIC SHEETING, DUCT TAPE	\$43.25	90000000-23256	SPECIAL EVENTS TRUST	\$43.25
	6034089	PLASTIC SHEETING	\$47.82	90000000-23256	SPECIAL EVENTS TRUST	\$47.82
	2044829	LONG FOAM, LINK CHAIN	\$67.58	90000000-23256	SPECIAL EVENTS TRUST	\$67.58
	8573083	BRAIDED ROPE, STAPLES, WASHER	\$93.23	90000000-23256	SPECIAL EVENTS TRUST	\$93.23
	8022181	CLAMP LIGHTS, DUCT, LIGHT BULBS, HANDERS	\$146.92	90000000-23256	SPECIAL EVENTS TRUST	\$146.92
	8561867	BASKET GRID, PLAINT, ROLLERS	\$164.44	90000000-23256	SPECIAL EVENTS TRUST	\$164.44

List of Checks Presented for Approval on 12/7/2018

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
HOME DEPOT CREDIT SERVICES	6023973	CLEANER, ROLLER	\$22.65	10022810-54100	SUPPLIES	\$22.65
	7033534	COUPLINGS, HOSEBIBBS	\$26.60	80026220-54100	SUPPLIES	\$26.60
					Vendor Total:	\$881.28
HOMEMADE PUBLICATIONS	13078	FALL-WINTER 18-19 TRAVELERS GUIDE	\$1,500.00	75012700-52515	ADVERTISING & PUBLICATION	\$1,500.00
					Vendor Total:	\$1,500.00
IAN BROESKE	TA 12/17-21/18	TRAVEL ADVANCE	\$556.00	10021210-57100	LEARNING AND DEVELOPMENT	\$278.00
				91521400-57100	LEARNING AND DEVELOPMENT	\$278.00
					Vendor Total:	\$556.00
INFOSEND INC	144803	PUMPKINFEST 2018	\$88.20	90000000-23219	PUMPKINFEST	\$88.20
					Vendor Total:	\$88.20
INSTITUTE FOR ENVIRONMENTAL HEALTH INC	181979	ANALYZE WATER SAMPLES	\$365.00	82027111-52100	CONTRACTED SERVICES	\$365.00
					Vendor Total:	\$365.00
INTEGRITY SHRED	87691	SHREDDING SERVICES	\$57.00	10020210-54100	SUPPLIES	\$28.50
				20620231-54100	SUPPLIES	\$28.50
	88140	SHREDDING SERVICES	\$57.00	10020210-54100	SUPPLIES	\$28.50
				20620231-54100	SUPPLIES	\$28.50
					Vendor Total:	\$114.00
INTERSTATE BATTERIES	380035504	BATTERIES	\$126.15	80026400-56130	EXTERNAL SERVICES	\$126.15
					Vendor Total:	\$126.15
JACK WANN	DV111918	INSTRUCTOR	\$1,255.00	10022850-52100	CONTRACTED SERVICES	\$1,255.00
					Vendor Total:	\$1,255.00
JANESCO ENTERPRISES INC	DV111618	ENERGY REBATE-JANESCO	\$3,404.00	80626450-52135	ENERGY CONSERVATION PROGRAM	\$3,404.00
					Vendor Total:	\$3,404.00
JAROD THIELE	07309	REIMBURSEMENT-HOLIDAY PARTY SUPPLIES	\$63.09	10016100-54167	EMPLOYEE DEVELOPMENT	\$63.09
					Vendor Total:	\$63.09
JARROD MEYER	BA FY 18/19	BOOT ALLOWANCE	\$150.00	10022100-54100	SUPPLIES	\$150.00
					Vendor Total:	\$150.00

List of Checks Presented for Approval on 12/7/2018

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
JENNIFER HIGBEE	TR 11/28/18	TRAVEL REIMBURSEMENT	\$120.00	82027111-57100	LEARNING AND DEVELOPMENT	\$120.00
					Vendor Total:	\$120.00
JOSE RUIZ	BA FY 18/19	BOOT ALLOWANCE	\$150.00	20822500-54100	SUPPLIES	\$150.00
					Vendor Total:	\$150.00
KIMBALL MIDWEST	6727731	TOOLS & SUPPLIES AS NEEDED	\$418.87	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$418.87
					Vendor Total:	\$418.87
LARRY JOE BROOKS	15-12.1	SMITH STREET REHAB PROJ SPEC 1	\$276,180.50	12024200-80230	INFRASTRUCTURE	\$276,180.50
					Vendor Total:	\$276,180.50
LEGAL SHIELD	38295 DEC 18	DEC 18 PRE-PAID LEGAL SERVICE	\$155.40	20700000-20526	PREPAID LEGAL - AFLAC	\$155.40
					Vendor Total:	\$155.40
LEXISNEXIS RISK DATA MANAGEMENT INC	1410964-20181031	LEXIS NEXIS LE PLUS SERCHING	\$76.00	10020210-54202	MAJOR CRIME INVESTIGATIONS	\$76.00
					Vendor Total:	\$76.00
LIEBERT CASSIDY WHITMORE	1469292	LEGAL SERVICES-PERSONNEL	\$535.00	10016100-52100	CONTRACTED SERVICES	\$535.00
	1469293	LEGAL SERVICES-PERSONNEL	\$784.00	10016100-52100	CONTRACTED SERVICES	\$784.00
					Vendor Total:	\$1,319.00
LINDSAY OWEN DAILEY	DV112118	WILD GARDEN CURRICULUM - LINDS	\$2,220.00	69122700-52100	CONTRACTED SERVICES	\$2,220.00
					Vendor Total:	\$2,220.00
LN CURTIS & SONS	INV234935	PRONG SET	\$39.68	10021210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$19.84
				91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$19.84
	INV234602	SAC 44E ZICO WHEEL CHOC	\$240.56	25321210-54102	SMALL TOOLS	\$120.28
				91621400-54102	SMALL TOOLS	\$120.28
	INV235703	25320 STREAMLIGHT LED FLASHLIG	\$1,258.25	25321210-54102	SMALL TOOLS	\$629.12
				91621400-54102	SMALL TOOLS	\$629.13
	INV233156	SMART CHARGES AND CORD	\$219.95	10021210-54100	SUPPLIES	\$109.98

List of Checks Presented for Approval on 12/7/2018

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
LN CURTIS & SONS	INV233156	SMART CHARGES AND CORD	\$219.95	91521400-54100	SUPPLIES	\$109.97
					Vendor Total:	\$1,758.44
LORELEI SCOTT	6246	UKIAH ON ICE BANNER	\$451.58	31422860-54100	SUPPLIES	\$451.58
					Vendor Total:	\$451.58
MARIANNE DAVISON	DV120318	REIMBURSEMENT- CONCESSIONS UKIAH ON ICE	\$183.78	31422860-54100	SUPPLIES	\$183.78
					Vendor Total:	\$183.78
MATT KEIZER	8229655	REIMBURSEMENT- P3 TESTING (PASS	\$209.00	10023320-57100	LEARNING AND DEVELOPMENT	\$209.00
					Vendor Total:	\$209.00
MEAD & HUNT INC	285152	ALUC ASSISTANCE	\$1,227.50	10023100-52100	CONTRACTED SERVICES	\$1,227.50
					Vendor Total:	\$1,227.50
MENDO MILL & LUMBER CO	109294/1	CREDIT- LED NET RETURNED	(\$48.73)	10022100-54100	SUPPLIES	(\$48.73)
	109182/1	LED NET	\$146.20	10022100-54100	SUPPLIES	\$146.20
					Vendor Total:	\$97.47
MENDOCINO COUNTY INFORMATION SERVICES DIVISION	201810-4	SLA/MAINTENANCE AGREEMENT FY 1	\$525.00	20620231-52100	CONTRACTED SERVICES	\$525.00
	20189-4	SLA/MAINTENANCE AGREEMENT FY 1	\$525.00	20620231-52100	CONTRACTED SERVICES	\$525.00
					Vendor Total:	\$1,050.00
MENDOCINO COUNTY TAX COLLECTOR	18/19 51339.1	18/19 PROPERTY TAXES 1ST INSTALLMENT	\$107.11	10022100-59100	PROPERTY TAXES PAID	\$107.11
	18/19 51342.1	18/19 PROPERTY TAXES 1ST INSTALLMENT	\$589.05	10022100-59100	PROPERTY TAXES PAID	\$589.05
	18/19 57476.1	18/19 PROPERTY TAXES 1ST INSTALLMENT	\$321.36	70024500-59100	PROPERTY TAXES PAID	\$321.36
	18/19 57305.1	18/19 PROPERTY TAXES 1ST INSTALLMENT	\$818.43	70024500-59100	PROPERTY TAXES PAID	\$818.43
	18/19 4139.1	18/19 PROPERTY TAXES 1ST INSTALLMENT	\$580.69	77725200-59100	PROPERTY TAXES PAID	\$580.69
	18/19 59534.1	18/19 PROPERTY TAXES 1ST INSTALLMENT	\$896.84	84027225-59100	PROPERTY TAXES PAID	\$896.84
	18/19 595300.1	18/19 PROPERTY TAXES 1ST INSTALLMENT	\$2,068.74	84027225-59100	PROPERTY TAXES PAID	\$2,068.74

List of Checks Presented for Approval on 12/7/2018

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MENDOCINO COUNTY TAX COLLECTOR	18/19 59596.1	18/19 PROPERTY TAXES 1ST INSTALLMENT	\$2,294.97	84027225-59100	PROPERTY TAXES PAID	\$2,294.97
	18/19 59592.1	18/19 PROPERTY TAXES 1ST INSTALLMENT	\$23,299.37	90224500-59100	PROPERTY TAXES PAID	\$23,299.37
	Vendor Total:					\$30,976.56
MEYO MARRUFO	DV112118	CONSULTANT FOR WILD GARDENS	\$4,320.00	69122700-52100	CONTRACTED SERVICES	\$4,320.00
	Vendor Total:					\$4,320.00
MICHELLE WHYBURN	TR 10/26/18	TRAVEL REIMBURSEMENT	\$110.40	82027111-57100	LEARNING AND DEVELOPMENT	\$110.40
	Vendor Total:					\$110.40
MILLVIEW COUNTY WATER DISTRICT	UVFA OCT 18	WATER SERVICES - LOVERS LANE	\$59.45	10021210-55210	UTILITIES	\$29.72
				91521400-55210	UTILITIES	\$29.73
	Vendor Total:					\$59.45
MINE SAFETY APPLIANCES COMPANY LLC	99977458	02 SENSOR	\$517.16	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$517.16
	Vendor Total:					\$517.16
MOIRS	149354	MISC. POOL SUPPLIES AS NEEDED	\$156.32	82027111-58202	CHEMICALS	\$156.32
	149424	MISC. POOL SUPPLIES AS NEEDED	\$208.43	82027111-58202	CHEMICALS	\$208.43
	Vendor Total:					\$364.75
NORTH VALLEY ELECTRONICS DISTRIBUTING INC	s1266583.001	TOSHIBA 0204SDSR41AP 20HP 1800	\$1,052.64	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,052.64
	Vendor Total:					\$1,052.64
OLIN CORPORATION	2608851	SODIUM HYDROXIDE 30%	\$5,305.36	82027111-58202	CHEMICALS	\$5,305.36
	Vendor Total:					\$5,305.36
ONE TIME PAY VENDOR	DV112718	RECREATION REFUND - LYNDA SCHMIDBAUER	\$65.00	10022831-44915	RECREATION PROGRAM INCOME	\$65.00
	Vendor Total:					\$65.00
OVERHEAD DOOR COMPANY OF SANTA ROSA	4522864	ALL MATERIALS AND LABOR TO FUR	\$6,137.00	10021210-56300	BUILDING MAINT. & REPAIR	\$3,068.50
				91521400-56300	BUILDING MAINT. & REPAIR	\$3,068.50
	Vendor Total:					\$6,137.00
PACE SUPPLY CORPORATION	024924803-1	PLUMBING EQUIPMENT, FIXTURES,	\$35.93	82000000-12104	INVENTORY - PURCHASES	\$35.93
	024969579	PIPE	\$266.75	82000000-12104	INVENTORY - PURCHASES	\$266.75

List of Checks Presented for Approval on 12/7/2018

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PACE SUPPLY CORPORATION	024924803-2	PLUMBING EQUIPMENT, FIXTURES,	\$359.28	82000000-12104	INVENTORY - PURCHASES	\$359.28
	024924803	PLUMBING EQUIPMENT, FIXTURES,	\$2,991.67	82000000-12104	INVENTORY - PURCHASES	\$2,991.67
	024861332	COVER	\$259.99	82027114-54100	SUPPLIES	\$259.99
	024969457	RUBBER GLOVES	\$60.11	84027221-54100	SUPPLIES	\$60.11
Vendor Total: -----						\$3,973.73
PCMG INC	B10351400101	MICROSOFT ENTERPRISE AGREEMENT	\$1,331.36	20913900-54320	SOFTWARE	\$1,331.36
					Vendor Total: -----	
PETERSON CAT	PC060149810.1	CREDIT MEMO	(\$135.92)	10024620-56130	EXTERNAL SERVICES	(\$135.92)
		PC060149810 GLASS	\$1,005.54	10024620-56130	EXTERNAL SERVICES	\$1,005.54
	Vendor Total: -----					
PETERSON TRUCKS INC	203433P	FILTER	\$64.38	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.30)
				20324100-56112	EQUIPMENT PARTS FOR RESALE	\$0.45
				20324100-56112	EQUIPMENT PARTS FOR RESALE	\$64.38
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.15)
	203428P	FILTER- LUBE OIL	\$387.78	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$1.80)
				10021210-56130	EXTERNAL SERVICES	\$2.70
				10021210-56130	EXTERNAL SERVICES	\$387.78
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.90)
Vendor Total: -----						\$452.16
PIERCE MANUFACTURING INC	M54206	REMAINING TAX FOR PIERCE ENFOR	\$5,183.27	10021210-80100	MACHINERY & EQUIPMENT	\$2,591.63
				10021210-80100	MACHINERY & EQUIPMENT	\$2,591.64
				Vendor Total: -----		\$5,183.27
PUBLIC SERVICE DEPARTMENT	81411-1 AUG 18	SEWER - 1500 S STATE ST	(\$62.46)	10021210-55210	UTILITIES	(\$31.23)
				91521400-55210	UTILITIES	(\$31.23)
	90558-8 NOV 18	SEWER - 141 LOVERS LN	\$79.87	10021210-55210	UTILITIES	\$39.94
				91521400-55210	UTILITIES	\$39.93

List of Checks Presented for Approval on 12/7/2018

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PUBLIC SERVICE DEPARTMENT	89690-2 SEPT 18	SEWER - 1640 S STATE ST	\$155.04	31122000-55210	UTILITIES	\$155.04
	89690-2 OCT 18	SEWER - 1640 S STATE ST	\$310.08	31122000-55210	UTILITIES	\$310.08
Vendor Total:						\$482.53
RAIN FOR RENT, WOODLAND	1244547	RENTAL OF 4 BIG GUNS AND 8" P	\$5,006.39	84027225-52100	CONTRACTED SERVICES	\$5,006.39
	1233158	RENTAL OF 4 BIG GUNS AND 8" P	\$5,010.39	84027225-52100	CONTRACTED SERVICES	\$5,010.39
	1267998	RENTAL OF 4 BIG GUNS AND 8" P	\$5,627.60	84027225-52100	CONTRACTED SERVICES	\$5,627.60
	1281178	RENTAL OF 4 BIG GUNS AND 8" P	\$5,627.96	84027225-52100	CONTRACTED SERVICES	\$5,627.96
	1256002	RENTAL OF 4 BIG GUNS AND 8" P	\$5,628.58	84027225-52100	CONTRACTED SERVICES	\$5,628.58
	1244559	RENTAL OF 4 BIG GUNS AND 8" P	\$7,901.83	84027225-52100	CONTRACTED SERVICES	\$7,901.83
	1256013	RENTAL OF 4 BIG GUNS AND 8" P	\$7,901.83	84027225-52100	CONTRACTED SERVICES	\$7,901.83
	1268010	RENTAL OF 4 BIG GUNS AND 8" P	\$9,964.75	84027225-52100	CONTRACTED SERVICES	\$9,964.75
	1234712	RENTAL OF 4 BIG GUNS AND 8" P	\$12,342.21	84027225-52100	CONTRACTED SERVICES	\$12,342.21
	1281198	RENTAL OF 4 BIG GUNS AND 8" P	\$15,617.59	84027225-52100	CONTRACTED SERVICES	\$15,617.59
	1263538	RENTAL OF 4 BIG GUNS AND 8" P	\$21,278.53	84027225-52100	CONTRACTED SERVICES	\$21,278.53
	1271235	RENTAL OF 4 BIG GUNS AND 8" P	\$44,178.65	84027225-52100	CONTRACTED SERVICES	\$44,178.65
Vendor Total:						\$146,086.31
RAINFOREST FANTASY	03105	PEER SUPPORT - PD	\$65.33	10020210-54100	SUPPLIES	\$65.33
	03987	PEER SUPPORT - PD	\$65.33	10020210-54100	SUPPLIES	\$65.33
Vendor Total:						\$130.66
REDWOOD COAST FUELS	1986732	CARDLOCK FUEL PURCHASES	\$8,464.35	10020210-56210	FUEL & FLUIDS	\$2,261.59
				10020224-56210	FUEL & FLUIDS	\$262.52
				10022100-56210	FUEL & FLUIDS	\$792.17
				10023320-56210	FUEL & FLUIDS	\$32.60
				10024210-56210	FUEL & FLUIDS	\$22.55

List of Checks Presented for Approval on 12/7/2018

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
REDWOOD COAST FUELS	1986732	CARDLOCK FUEL PURCHASES	\$8,464.35	10024620-56210	FUEL & FLUIDS	\$1,257.88
				20324100-56210	FUEL & FLUIDS	\$232.02
				20513382-56210	FUEL & FLUIDS	\$24.80
				20822500-56210	FUEL & FLUIDS	\$236.70
				80026400-56210	FUEL & FLUIDS	\$1,017.39
				82027111-56210	FUEL & FLUIDS	\$305.04
				82027114-56210	FUEL & FLUIDS	\$22.55
				82027114-56210	FUEL & FLUIDS	\$356.31
				82027114-56210	FUEL & FLUIDS	\$605.83
				84027221-56210	FUEL & FLUIDS	\$22.55
				84027221-56210	FUEL & FLUIDS	\$303.53
				84027221-56210	FUEL & FLUIDS	\$516.08
				84027225-56210	FUEL & FLUIDS	\$192.24
	0109856	CARDLOCK FUEL PURCHASES	\$459.41	20824300-56210	FUEL & FLUIDS	\$459.41
Vendor Total: -----						\$8,923.76
REDWOOD EMPIRE AIKIKAI	DV102918	INSTRUCTOR	\$304.00	10022850-52100	CONTRACTED SERVICES	\$88.00
				10022850-52100	CONTRACTED SERVICES	\$216.00
				Vendor Total: -----		\$304.00
REDWOOD TREE SERVICE STATIONS INC	OCT 18	CAR WASHES & INTERIOR CLEANING	\$309.00	10020210-56130	EXTERNAL SERVICES	\$235.00
				20324100-56130	EXTERNAL SERVICES	\$9.00
				20324100-56130	EXTERNAL SERVICES	\$9.00
				20513382-56130	EXTERNAL SERVICES	\$28.00
				20822500-56130	EXTERNAL SERVICES	\$28.00
				Vendor Total: -----		\$309.00
REOA LTD	1371	OFFICIATING OF ADULT SOFTBALL	\$765.00	10022822-52100	CONTRACTED SERVICES	\$765.00
				Vendor Total: -----		\$765.00
RESPECTECH	36992	PHONE SYSTEM SERVICE & LEAVE	\$112.50	10021210-55100	TELEPHONE	\$56.25

List of Checks Presented for Approval on 12/7/2018

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
RESPECTECH	36992	PHONE SYSTEM SERVICE & LEAVE	\$112.50	91521400-55100	TELEPHONE	\$56.25
					Vendor Total:	\$112.50
REXEL USA INC	T876291	RECEPTACLES	\$23.20	82027111-56300	BUILDING MAINT. & REPAIR	\$23.20
	T840076	VOLT RECEPTACLE	\$109.97	82027111-56300	BUILDING MAINT. & REPAIR	\$0.52
				82027111-56300	BUILDING MAINT. & REPAIR	\$109.97
				90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.52)
	T909236	COLOR CODING TAPE	\$48.40	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.23)
				10021210-56130	EXTERNAL SERVICES	\$0.23
				10021210-56130	EXTERNAL SERVICES	\$48.40
	T883584	FUSE	\$13.01	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$13.01
	T918365	LOCKNUTS	\$16.45	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$16.45
	T423627	WASHER COMPACTOR	\$729.15	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$729.15
					Vendor Total:	\$940.18
RINO PACIFIC	CL25256	FUEL CARD CHARGES AS NEEDED	\$1,470.36	10021210-56210	FUEL & FLUIDS	\$735.18
				91521400-56210	FUEL & FLUIDS	\$735.18
	CL25109	FUEL CARD CHARGES AS NEEDED	\$411.23	82027114-56210	FUEL & FLUIDS	\$222.07
				84027221-56210	FUEL & FLUIDS	\$189.16
					Vendor Total:	\$1,881.59
ROBERT JAMES COCHRAN	000128	PHOTOGRAPHY SERVICES	\$650.00	75012700-52515	ADVERTISING & PUBLICATION	\$650.00
					Vendor Total:	\$650.00
SAN DIEGO POLICE EQUIPMENT CO	635160	BOLT CONVERSION	\$629.32	10020210-54100	SUPPLIES	\$629.32
					Vendor Total:	\$629.32
SANTA ROSA UNIFORM & CAREER APPAREL INC	14086466	UNIFORM SUPPLIES	\$73.76	10020210-54100	SUPPLIES	\$73.76
	141264	UNIFORM SUPPLIES	\$617.20	10020210-54100	SUPPLIES	\$617.20
	141265	UNIFORM SUPPLIES	\$670.31	10020210-54100	SUPPLIES	\$670.31
					Vendor Total:	\$1,361.27

List of Checks Presented for Approval on 12/7/2018

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
SARAH BROWN	TR 11/26/18	TRAVEL REIMBURSEMENT	\$69.00	10013400-57100	LEARNING AND DEVELOPMENT	\$69.00
					Vendor Total:	\$69.00
SAVINGS BANK OF MENDOCINO COUNTY	NOV 18	LOVERS LANE LOAN PAYMENT	\$1,945.41	91500000-70103	LOAN INTEREST	\$339.52
				91800000-70103	LOAN INTEREST	\$792.20
				91500000-70201	LOAN PRINCIPAL PAYMENTS	\$244.11
				91800000-70201	LOAN PRINCIPAL PAYMENTS	\$569.58
					Vendor Total:	\$1,945.41
SCHAT'S BAKERY	OCT 18	PROVIDE MISC. FOOD DISHES	\$289.42	82027110-57100	LEARNING AND DEVELOPMENT	\$32.45
				90000000-23219	PUMPKINFEST	\$57.00
				80026400-54100	SUPPLIES	\$199.97
					Vendor Total:	\$289.42
SCOTT BRANSON	TR 11/5-8/18	TRAVEL REIMBURSEMENT	\$731.17	80026400-57100	LEARNING AND DEVELOPMENT	\$731.17
					Vendor Total:	\$731.17
SILVA SEPTIC INC	76024	PORTABLE RESTROOM RENTAL	\$185.09	10024620-54120	PW - SPECIAL SUPPLIES	\$185.09
					Vendor Total:	\$185.09
SOLID WASTES SYSTEMS INC	636307	MISC. DUMP FEES	\$11.20	10021210-56300	BUILDING MAINT. & REPAIR	\$5.60
				91521400-56300	BUILDING MAINT. & REPAIR	\$5.60
	635492	MISC. DUMP FEES	\$24.97	10021210-56300	BUILDING MAINT. & REPAIR	\$12.48
				91521400-56300	BUILDING MAINT. & REPAIR	\$12.49
	OCT 18	RESIDENTIAL GARBAGE	\$33,199.16	90200000-52170	UKIAH WASTE SOLUTIONS	\$33,199.16
					Vendor Total:	\$33,235.33
SONOMA STATE UNIVERSITY	0000023401	NWIC MOA PROJECT REVIEW PROGRAM	\$75.00	10023100-52100	CONTRACTED SERVICES	\$75.00
					Vendor Total:	\$75.00
SONSRAY MACHINERY LLC	P18100-04	SENSOR	\$112.69	84027221-56130	EXTERNAL SERVICES	\$112.69
					Vendor Total:	\$112.69
STEVE BEAMAN	TR 11/5-8/18	TRAVEL REIMBURSEMENT	\$809.14	80026400-57100	LEARNING AND DEVELOPMENT	\$809.14
					Vendor Total:	\$809.14

List of Checks Presented for Approval on 12/7/2018

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
SYDNEY DEARBORN	P3859030	INSTRUCTOR	\$1,669.16	91500000-20561	ACCRUED SICK	\$1,669.16
					Vendor Total:	\$1,669.16
TDJE INCORPORATED	19686	MAINTENANCE & REPAIR SUPPLIES	\$9,828.06	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$9,828.06
					Vendor Total:	\$9,828.06
THATCHER COMPANY OF CALIFORNIA INC	259338	CHLORINE	(\$1,825.00)	82027111-58202	CHEMICALS	(\$1,825.00)
	259337	CHLORINE	\$3,995.85	82027111-58202	CHEMICALS	\$3,995.85
	259107	CHLORINE PRODUCTS	\$9,489.69	84027225-58202	CHEMICALS	\$9,489.69
					Vendor Total:	\$11,660.54
THE COFFEE CRITIC INC	12818	MISC. COFFEE SUPPLIES AS NEEDED	\$90.00	10012200-54100	SUPPLIES	\$90.00
	12932	MISC. COFFEE SUPPLIES AS NEEDED	\$90.00	10012200-54100	SUPPLIES	\$90.00
	12921	MISC. COFFEE SUPPLIES AS NEEDED	\$90.00	73022600-54100	SUPPLIES	\$90.00
					Vendor Total:	\$270.00
THURSTON CHRYSLER DODGE JEEP RAM	16367	HINGE-DOO	\$147.21	10020210-56130	EXTERNAL SERVICES	\$147.21
	16280	CABLE PLUG	\$219.00	77725200-56130	EXTERNAL SERVICES	\$219.00
	551900	2018 DODGE DURANGO SXT RWD	\$27,344.11	10023100-80100	MACHINERY & EQUIPMENT	\$27,344.11
					Vendor Total:	\$27,710.32
TIM ERIKSEN	DV120518	REIMBURSEMENT FOR PROFESSIONAL LICENSE RENEWAL	\$116.00	10024210-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$116.00
					Vendor Total:	\$116.00
TRI-VALLEY PAINTS	1-80556	PAINT SUPPLIES	\$43.47	82027111-54100	SUPPLIES	\$43.47
					Vendor Total:	\$43.47
TUFTS POLYGRAPH & INVESTIGATION	2018-435(B)	POLYGRAPH & INVESTIGATION SERVICES	\$500.00	10016100-54161	BACKGROUND & PHYSICALS	\$500.00
	2018-436(B)	POLYGRAPH & INVESTIGATION SERVICES	\$587.62	10016100-54161	BACKGROUND & PHYSICALS	\$587.62
	2018-430(B)	POLYGRAPH & INVESTIGATION SERV	\$409.67	10020210-52100	CONTRACTED SERVICES	\$409.67
	2018-425(B)	POLYGRAPH & INVESTIGATION SERV	\$750.00	10020210-52100	CONTRACTED SERVICES	\$750.00

List of Checks Presented for Approval on 12/7/2018

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
TUFTS POLYGRAPH & INVESTIGATION	2018-432(B)	POLYGRAPH & INVESTIGATION SERV	\$950.00	10020210-52100	CONTRACTED SERVICES	\$950.00
					Vendor Total:	\$3,197.29
TYLER TECHNOLOGIES INC	045-243139	TYLER MUNIS MAINTENANCE AGREEM	\$57,648.29	20913900-54320	SOFTWARE	\$57,648.29
					Vendor Total:	\$57,648.29
UKIAH DAILY JOURNAL	2019-385	2018 52-WEEK SUBSCRIPTION RENEWAL	\$178.17	10021210-54100	SUPPLIES	\$89.08
				91521400-54100	SUPPLIES	\$89.09
					Vendor Total:	\$178.17
UKIAH TROPHIES & GIFTS	486046	PLAQUES	\$140.45	10012500-52100	CONTRACTED SERVICES	\$140.45
	643962	NAME PLATES	\$30.49	84027225-54100	SUPPLIES	\$30.49
					Vendor Total:	\$170.94
UKIAH WASTE SOLUTIONS INC	110118	BIOSOLID REMOVAL	\$281.14	80026110-54100	SUPPLIES	\$281.14
					Vendor Total:	\$281.14
UNION BANK OF CALIFORNIA	1122943	TRUSTEE FEES 8/1- 10/31/18	\$1,270.00	10015100-52100	CONTRACTED SERVICES	\$964.00
				96995601-52100	CONTRACTED SERVICES	\$153.00
				96995669-52100	CONTRACTED SERVICES	\$153.00
					Vendor Total:	\$1,270.00
UNITED ROTARY BRUSH CORP	CI2281125	CABLE WRAPS, GUTTER BROOMS & M	\$907.67	10024620-56130	EXTERNAL SERVICES	\$907.67
					Vendor Total:	\$907.67
VERGIL THOMAS MASSEY	191491	CHAINSAW REPAIR	\$163.31	10021210-56300	BUILDING MAINT. & REPAIR	\$81.66
				91521400-56300	BUILDING MAINT. & REPAIR	\$81.65
					Vendor Total:	\$163.31
VERIZON WIRELESS	9818719433	DATA & EMERGENCY LOANER PHONES	\$1,708.04	80126100-80100	MACHINERY & EQUIPMENT	\$152.04
				10022100-54100	SUPPLIES	\$38.01
				10022300-54100	SUPPLIES	\$38.01
				10012100-55100	TELEPHONE	\$38.01
				10020210-55100	TELEPHONE	\$76.02
				10022810-55100	TELEPHONE	\$38.01
				10022840-55100	TELEPHONE	\$38.01

List of Checks Presented for Approval on 12/7/2018

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
VERIZON WIRELESS	9818719433	DATA & EMERGENCY LOANER PHONES	\$1,708.04	10023100-55100	TELEPHONE	\$38.01
				10024210-55100	TELEPHONE	\$114.03
				10024620-55100	TELEPHONE	\$139.20
				20913900-55100	TELEPHONE	\$424.50
				77725200-55100	TELEPHONE	\$38.01
				80026210-55100	TELEPHONE	\$38.01
				80026400-55100	TELEPHONE	\$152.04
				82027110-55100	TELEPHONE	\$38.01
				82027111-55100	TELEPHONE	\$76.02
				82027114-55100	TELEPHONE	\$80.06
				84027220-55100	TELEPHONE	\$38.01
				84027221-55100	TELEPHONE	\$114.03
				Vendor Total: -----		
WASTE MANAGEMENT	2747670-2561-3	GARBAGE SERVICE	\$59.50	10021210-55210	UTILITIES	\$29.75
				91521400-55210	UTILITIES	\$29.75
	2747453-2561-4	GARBAGE SERVICE - SOUTH STATION	\$59.50	10021210-55210	UTILITIES	\$29.75
				91521400-55210	UTILITIES	\$29.75
Vendor Total: -----					\$119.00	
WERLE ENTERPRISE LLC	00919039	UKIAH ON ICE POSTER	\$263.48	31400000-54100	SUPPLIES	\$263.48
Vendor Total: -----					\$263.48	
WILLOW COUNTY WATER DIST	10010 NOV 18	WATER SERVICES - 1500 S STATE ST	\$43.88	10021210-55210	UTILITIES	\$21.94
				91521400-55210	UTILITIES	\$21.94
				Vendor Total: -----		
WINE COUNTRY WATERWORKS ASSOC	02985	WCWWA TRAINING - DARWIN DICK	\$30.00	82027111-57100	LEARNING AND DEVELOPMENT	\$30.00
Vendor Total: -----					\$30.00	

List of Checks Presented for Approval on 12/7/2018

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail	
XYLEM WATER SOLUTIONS USA INC	3556A40437	PUMPING EQUIPMENT AND ACCESSOR	\$26,900.45	84027221-80230	INFRASTRUCTURE \$26,900.45
			Vendor Total: \$26,900.45		
			INVOICE <u>\$878,252.17</u>		

List of Checks Presented for Approval on 12/14/2018 ²⁸⁾

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

 12-20-18  
Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AARON VANDEWARKER	228	HOLIDAY PARTY 2018	\$7,435.75	10016100-54167	EMPLOYEE DEVELOPMENT	\$7,435.75
Vendor Total:						\$7,435.75
ACME RIGGING & SUPPLY CO	298422	MISC RENTAL & SUPPLIES AS NEED	\$267.82	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$267.82
	298414	MISC RENTAL & SUPPLIES AS NEED	\$228.00	10024620-56130	EXTERNAL SERVICES	\$228.00
	298178	MISC RENTAL & SUPPLIES AS NEED	\$85.48	82027114-56130	EXTERNAL SERVICES	\$85.48
	298171	MISC RENTAL & SUPPLIES AS NEED	\$98.36	80026110-54102	SMALL TOOLS	\$98.36
Vendor Total:						\$679.66
ADAMSON POLICE PRODUCTS	INV288380	MAGNETIC MIC CLIPS	\$112.63	10020210-56130	EXTERNAL SERVICES	\$112.63
Vendor Total:						\$112.63
ALHAMBRA NATIONAL WATER	5109554 120618	DRINKING WATER SERVICES	\$74.03	69122700-54100	SUPPLIES	\$22.72
				84027225-54100	SUPPLIES	\$51.31
Vendor Total:						\$74.03
ALSCO-AMERICAN LINEN DIVISION	LSRO1108717	LAUNDRY SERVICE	\$271.03	20324100-52100	CONTRACTED SERVICES	\$271.03
	LSRO1105951	LAUNDRY SERVICES	\$278.78	20324100-52100	CONTRACTED SERVICES	\$278.78
Vendor Total:						\$549.81
AMAZON CAPITAL SERVICES	14TR-H49H-93HK	WIRELESS PRINTER	\$502.70	10024620-54120	PW - SPECIAL SUPPLIES	\$502.70
Vendor Total:						\$502.70
AMERICAN WATER WORKS ASSOCIATION	7001608122	ANNUAL DUES 2019	\$2,237.00	82027111-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$2,237.00
Vendor Total:						\$2,237.00
AT&T	000012271362	T1 TO INTERNET FOR DOJ/CLETS	\$301.31	10020210-55100	TELEPHONE	\$150.65
				20620231-55100	TELEPHONE	\$150.66

List of Checks Presented for Approval on 12/14/2023

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AT&T	3138 NOV 18	DSL FOR 911 REMOTE SUPPORT	\$85.84	20620231-55100	TELEPHONE	\$85.84
	000012269882	FIBER INTERNET GATEWAY	\$2,318.93	20913900-55100	TELEPHONE	\$2,318.93
					Vendor Total:	\$2,706.08
B & B INDUSTRIAL SUPPLY INC	203232	MISC. MATERIALS AS NEEDED	\$44.23	10021210-56130	EXTERNAL SERVICES	\$44.23
	202857	MISC. MATERIALS AS NEEDED	\$1.95	20324100-54100	SUPPLIES	\$1.95
	202772	MISC. MATERIALS AS NEEDED	\$75.83	20822500-54100	SUPPLIES	\$75.83
					Vendor Total:	\$122.01
BORGES & MAHONEY INC	140511	#U29318 - ACUTEC 35 BASE UNIT	\$3,386.42	82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$3,386.42
					Vendor Total:	\$3,386.42
CANTEEN SERVICE	5975:003425	WATER FILTRATION SERVICE POLIC	\$45.00	10020210-54100	SUPPLIES	\$22.50
				20620231-54100	SUPPLIES	\$22.50
					Vendor Total:	\$45.00
CARTER GRISSOM	DV111718	SUNDAYS IN THE PARK PROMOTOR C	\$4,000.00	90000000-23226	CONCERT SERIES	\$4,000.00
					Vendor Total:	\$4,000.00
CHEVRON AND TEXACO BUSINESS CARD SVCS	54888325	FUEL AS NEEDED UPD	\$247.80	10020210-56210	FUEL & FLUIDS	\$247.80
					Vendor Total:	\$247.80
CHOUINARD & MYHRE INC	1811046	IBM POWER9 SERVER 1:9009 MODEL	\$5,441.39	20913900-80100	MACHINERY & EQUIPMENT	\$5,441.39
					Vendor Total:	\$5,441.39
CHROMAGRAPHS	66468	BUSINESS CARDS- I BROESKE	\$68.18	10021210-54100	SUPPLIES	\$34.09
				91521400-54100	SUPPLIES	\$34.09
					Vendor Total:	\$68.18
CIMPRESS USA INC	110470732	FLASHLIGHT KEY CHAIN	\$465.36	10020210-54100	SUPPLIES	\$465.36
					Vendor Total:	\$465.36
CLERK-RECORDER, MENDOCINO COUNTY	18-3308	CEQA EXEMPT FILING 18-3308	\$50.00	80126100-80220	BUILDING IMPROVEMENTS	\$50.00
					Vendor Total:	\$50.00
CONVERGENT COMPUTING	BILL52437	BOX MIGRATION	\$450.00	20913900-52100	CONTRACTED SERVICES	\$450.00

List of Checks Presented for Approval on 12/14/20 ³⁰3

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CONVERGENT COMPUTING	BILL52438	SHAREPOINT	\$450.00	20913900-52100	CONTRACTED SERVICES	\$450.00
					Vendor Total:	\$900.00
COOPER COMPLIANCE CORPORATION	1819	COMPLIANCE & REPORTING SERVICE	\$500.00	80026400-52100	CONTRACTED SERVICES	\$500.00
	1825	COMPLIANCE & REPORTING SERVICE	\$3,308.72	80026400-52100	CONTRACTED SERVICES	\$3,308.72
					Vendor Total:	\$3,808.72
CRAWFORD & ASSOCIATES INC	35825	ON-CALL PLANNING SERVICES	\$5,292.50	10023100-52100	CONTRACTED SERVICES	\$5,292.50
					Vendor Total:	\$5,292.50
CREATIVE WORKSHOP	131486	PRINTING & COPY SERVICES	\$272.19	10021210-54100	SUPPLIES	\$136.09
				91521400-54100	SUPPLIES	\$136.10
					Vendor Total:	\$272.19
DAPHINE HARRIS	CR121018	COURSE REIMBURSEMENT	\$499.00	10013200-57100	LEARNING AND DEVELOPMENT	\$499.00
					Vendor Total:	\$499.00
DAVID RAPPORT	6960	LEGAL SERVICES FOR FY 18/19	\$19,782.65	10014000-52150	LEGAL SERVICES/EXPENSES	\$437.62
				10014000-52150	LEGAL SERVICES/EXPENSES	\$9,961.40
				20414000-52150	LEGAL SERVICES/EXPENSES	\$204.37
				77714000-52150	LEGAL SERVICES/EXPENSES	\$437.62
				80014000-52150	LEGAL SERVICES/EXPENSES	\$1,160.01
				84014000-52150	LEGAL SERVICES/EXPENSES	\$6,657.53
				84427222-52150	LEGAL SERVICES/EXPENSES	\$559.79
				90214000-52150	LEGAL SERVICES/EXPENSES	\$364.31
					Vendor Total:	\$19,782.65
DC ELECTRIC GROUP INC	411305	ALL LABOR AND MATERIAL TO FURN	\$2,418.03	10024214-52100	CONTRACTED SERVICES	\$2,418.03
					Vendor Total:	\$2,418.03
DEEP VALLEY SECURITY	338491.3	PROVIDE AND INSTALL ELECTRONIC	\$52.95	80026400-52100	CONTRACTED SERVICES	\$52.95

List of Checks Presented for Approval on 12/14/2018

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
DEEP VALLEY SECURITY	338491.5	SECURITY SYSTEM MONITORING AT	\$39.95	10022100-52180	SECURITY SERVICES	\$39.95
	338491	ALARM SERVICES PER ATTACHED CO	\$301.60	10022100-52180	SECURITY SERVICES	\$26.95
				10022100-52180	SECURITY SERVICES	\$29.95
				10022822-52180	SECURITY SERVICES	\$22.95
				20822500-52180	SECURITY SERVICES	\$42.95
				20824300-52180	SECURITY SERVICES	\$49.00
				69122700-52180	SECURITY SERVICES	\$42.95
				73022600-52180	SECURITY SERVICES	\$19.95
				73022600-52180	SECURITY SERVICES	\$21.95
				82027111-52180	SECURITY SERVICES	\$20.00
				82027111-52180	SECURITY SERVICES	\$24.95
	338491.1	MONITORING - STREET/WATER DEPT	\$24.95	20824300-52180	SECURITY SERVICES	\$24.95
	338491.2	MONITORING - GARAGE	\$36.95	20824300-52180	SECURITY SERVICES	\$36.95
	338491.4	SECURITY UPGRADE & MONITORING/	\$42.95	69122700-52180	SECURITY SERVICES	\$42.95
	Vendor Total:					\$499.35
DELL MARKETING LP	10282201203	OPTIPLEX 7060 TOWER	\$3,380.91	73022600-54330	COMPUTER AND TECHNOLOGY	\$2,833.73
				73022600-54100	SUPPLIES	\$547.18
				Vendor Total:		
DEPT OF MOTOR VEHICLES	A007282	TAX FOR FIRE ENGINE PO# 45571	\$13,781.25	91721400-80100	MACHINERY & EQUIPMENT	\$13,781.25
				Vendor Total:		
DIANN LUCCHETTI	TR 12/4-5/18	TRAVEL REIMBURSEMENT	\$170.71	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.28)
				80026400-57100	LEARNING AND DEVELOPMENT	\$0.28
				80026400-57100	LEARNING AND DEVELOPMENT	\$170.71
				Vendor Total:		
EBA ENGINEERING	33561	MONITORING SERVICES	\$513.00	70024500-52100	CONTRACTED SERVICES	\$513.00

List of Checks Presented for Approval on 12/14/2020 32 8

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
EBA ENGINEERING	33561s	TASK 2B - THIRD QUARTER 2018 D	\$6,885.00	70024500-52100	CONTRACTED SERVICES	\$6,885.00
					Vendor Total:	\$7,398.00
ELIZABETH HAVRILLA	3703	RENTALS FOR CITY HOLIDAY PARTY	\$865.85	10016100-54167	EMPLOYEE DEVELOPMENT	\$865.85
	3638	SUPPLIES	\$456.25	73022600-54100	SUPPLIES	\$456.25
					Vendor Total:	\$1,322.10
EUREKA OXYGEN CO	445776	EQUIPMENT MAINTENANCE	\$712.00	84027225-52100	CONTRACTED SERVICES	\$712.00
	U160538	EQUIPMENT MAINTENANCE	\$278.15	10022810-54100	SUPPLIES	\$278.15
					Vendor Total:	\$990.15
EVERGREEN JOB & SAFETY TRAINING INC	896	EDUCATIONAL/TRAINING SERVICES	\$2,109.12	80026110-52100	CONTRACTED SERVICES	\$1,054.56
				80026120-52100	CONTRACTED SERVICES	\$1,054.56
					Vendor Total:	\$2,109.12
FASTENAL	CAUKA33440	MISC. SUPPLIES AS NEEDED	\$1.87	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$1.87
	CAUKA33452	MISC. SUPPLIES AS NEEDED	\$40.00	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$40.00
	CAUKA33489	MISC. SUPPLIES AS NEEDED	\$5.32	10021210-56130	EXTERNAL SERVICES	\$5.32
	CAUKA33454	MISC. SUPPLIES AS NEEDED	\$7.02	10021210-56130	EXTERNAL SERVICES	\$7.02
	CAUKA33482	MISC. SUPPLIES AS NEEDED	\$14.90	10021210-56130	EXTERNAL SERVICES	\$14.90
	CAUKA33488	MISC. SUPPLIES AS NEEDED	\$45.32	10021210-56130	EXTERNAL SERVICES	\$45.32
	CAUKA33439	MISC. SUPPLIES AS NEEDED	\$75.50	10021210-56130	EXTERNAL SERVICES	\$75.50
	CAUKA33429	MISC. SUPPLIES AS NEEDED	\$105.62	10021210-56130	EXTERNAL SERVICES	\$105.62
					Vendor Total:	\$295.55
FRED PRYOR SEMINARS	20-27045742	REGISTRATION- J PEREZ	\$199.00	10013400-57100	LEARNING AND DEVELOPMENT	\$199.00
					Vendor Total:	\$199.00
GCR TIRES & SERVICES	851-44272	TIRES, TUBES REPAIRS & LABOR A	\$711.17	84027225-56110	CITY GARAGE - PARTS	\$711.17

List of Checks Presented for Approval on 12/14/2023

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
GCR TIRES & SERVICES	851-44221	TIRES, TUBES REPAIRS & LABOR A	\$22.72	10020210-56130	EXTERNAL SERVICES	\$22.72
	851-44480	TIRES, TUBES REPAIRS & LABOR A	\$180.17	10020210-56130	EXTERNAL SERVICES	\$180.17
	851-44451	TIRES, TUBES REPAIRS & LABOR A	\$222.02	10020210-56130	EXTERNAL SERVICES	\$222.02
	851-44452	TIRES, TUBES REPAIRS & LABOR A	\$40.07	10021210-56130	EXTERNAL SERVICES	\$40.07
	851-44433	TIRES, TUBES REPAIRS & LABOR A	\$885.72	10024620-56130	EXTERNAL SERVICES	\$885.72
Vendor Total:						\$2,061.87
GENERAL PACIFIC INC	1321856	ELECTRICAL EQUIPMENT & SUPPLIES	\$244.42	80000000-12104	INVENTORY - PURCHASES	\$244.42
	1320140	ELECTRICAL EQUIPMENT AND SUPPLIES	\$784.55	80000000-12104	INVENTORY - PURCHASES	\$784.55
Vendor Total:						\$1,028.97
GEORGE DUTTON	18-069	NARRATIVE APPRAISAL REPORT	\$2,000.00	10017200-52100	CONTRACTED SERVICES	\$2,000.00
Vendor Total:						\$2,000.00
GEORGINA FETH-MICHEL	41	GINNY FETH-MICHEL - CAFR & FIN	\$5,700.00	10013400-52100	CONTRACTED SERVICES	\$5,700.00
Vendor Total:						\$5,700.00
GHD INC	110269	DESIGN OF WELL #9	\$1,141.50	82027110-52100	CONTRACTED SERVICES	\$1,141.50
	110518	TRANSPORTATION IMPROVEMENTS RE	\$2,619.75	10024620-80230	INFRASTRUCTURE	\$2,619.75
Vendor Total:						\$3,761.25
GRANITE CONSTRUCTION COMPANY	1507902	MISC. ROCK & ROAD PATCH MATERI	\$513.13	10024620-54120	PW - SPECIAL SUPPLIES	\$513.13
Vendor Total:						\$513.13
H&M MARKETS LLC	138534	ICE RINK	\$239.52	31422860-54100	SUPPLIES	\$239.52
Vendor Total:						\$239.52
HONEYWELL ANALYTICS INC	5246466001	POSICHECK CALIBRATION	\$715.00	10021210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$357.50
				91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$357.50
				Vendor Total:		\$715.00
IBEW, LOCAL 1245	18-12 IBEW	DEC 18 ELECTRIC UNIT UNION DUES	\$1,757.64	20700000-20509	P/R DEDUCT.- UNION DUES	\$1,757.64
	18-11 IBEW	NOV 18 ELECTRIC UNIT UNION DUES	\$1,757.64	20700000-20509	P/R DEDUCT.- UNION DUES	\$1,757.64
Vendor Total:						\$2,515.28

List of Checks Presented for Approval on 12/14/2013 34

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
INTERCOUNTY MECHANICAL & ELECTRICAL INC	6514	ECONOMIZER FOR WWTP	\$752.00	84027225-56504	FACILITY MAINTENANCE & REPAIR	\$752.00
					Vendor Total:	\$752.00
INTERSTATE BATTERIES	330000121	CORE CHARGE CREDIT	(\$112.00)	10020210-56130	EXTERNAL SERVICES	(\$112.00)
	371635	BATTERIES	\$117.44	10020210-56130	EXTERNAL SERVICES	\$117.44
	371216	BATTERIES	\$239.38	10020210-56130	EXTERNAL SERVICES	\$239.38
	371418	BATTERIES	\$237.06	10024210-56130	EXTERNAL SERVICES	\$237.06
					Vendor Total:	\$481.88
INTERSTATE SALES	19274	TRIANGLE METAL, BASE	\$471.40	10024620-54127	PW - SIGN POSTS/SHEETING	\$471.40
					Vendor Total:	\$471.40
INTERWEST CONSULTING GROUP INC	45472	ON-CALL BUILDING & PLAN CHECK	\$282.50	10023320-52100	CONTRACTED SERVICES	\$282.50
					Vendor Total:	\$282.50
J & M LOCK	34777	DUPLICATE KEYS, REPAIRS & MISC	\$24.50	10022100-54100	SUPPLIES	\$24.50
	34770	DUPLICATE KEYS, REPAIRS & MISC	\$19.60	82027111-54100	SUPPLIES	\$19.60
					Vendor Total:	\$44.10
JAMES NOVAK	775494	REIMBURSEMENT-WATER TREATMENT CLASS	\$165.53	82027114-59101	FEES	\$165.53
	DV120618	REIMBURSEMENT-RAIN GEAR	\$69.99	82027114-54100	SUPPLIES	\$69.99
					Vendor Total:	\$235.52
JENNIFER HIGBEE	136440.2019	CERTIFICATION RENEWAL	\$60.00	82027114-57100	LEARNING AND DEVELOPMENT	\$60.00
					Vendor Total:	\$60.00
JEREMY NASH	DV120618	INSTRUCTOR	\$350.00	10022850-52100	CONTRACTED SERVICES	\$350.00
					Vendor Total:	\$350.00
JM SQUARED & ASSOC INC	118-7379	KEY STRAIGHT 1/2 X 1/2 X 5	\$2,508.48	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$2,508.48
					Vendor Total:	\$2,508.48
KIMBALL MIDWEST	6769438	TOOLS & SUPPLIES AS NEEDED	\$1,032.90	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$694.23
				10021210-56130	EXTERNAL SERVICES	\$338.67
	6771522	TOOLS & SUPPLIES AS NEEDED	\$251.37	10021210-56130	EXTERNAL SERVICES	\$251.37

List of Checks Presented for Approval on 12/14/2013

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
KIMBALL MIDWEST	6765527	TOOLS & SUPPLIES AS NEEDED	\$475.33	10021210-56130	EXTERNAL SERVICES	\$475.33
Vendor Total:						\$1,759.60
LACO ASSOCIATES	42770	NOTICE OF INTEREST DEVELOPMENT	\$1,500.00	10012200-52100	CONTRACTED SERVICES	\$1,500.00
Vendor Total:						\$1,500.00
LARRY WALKER ASSOCIATES INC	00564.04-5	LAB SERVICES	\$760.50	84027225-52100	CONTRACTED SERVICES	\$760.50
Vendor Total:						\$760.50
LES SCHWAB TIRE CENTER	64000394216	MISC. TIRE SERVICES AS NEEDED	\$8.75	10022100-56130	EXTERNAL SERVICES	\$8.75
	64000389045	MISC. TIRE SERVICES AS NEEDED	\$121.97	84027225-56130	EXTERNAL SERVICES	\$121.97
	64000392651	MISC. TIRE SERVICES AS NEEDED	\$7.36	10022100-54100	SUPPLIES	\$7.36
	Vendor Total:					\$138.08
LORY LIMBIRD	DV113018	PHOTO - EXCEPTIONAL EMPLOYEE PROGRAM	\$8.68	10016100-54167	EMPLOYEE DEVELOPMENT	\$8.68
	DV121018	REIMBURSEMENT	\$90.72	84027220-57100	LEARNING AND DEVELOPMENT	\$90.72
Vendor Total:						\$99.40
LS MITCHELL ARCHITECT INC	1020	ARCHITECTURE SVCS HASTING ROAD	\$9,302.79	80126100-80230	INFRASTRUCTURE	\$9,302.79
Vendor Total:						\$9,302.79
MARIANNE DAVISON	363310	REIMBURSEMENT	\$31.15	31422860-54100	SUPPLIES	\$31.15
Vendor Total:						\$31.15
MATHESON TRI-GAS INC	18729733	OXYGEN & MISC. SUPPLIES AS NEE	\$67.26	80026210-54100	SUPPLIES	\$67.26
Vendor Total:						\$67.26
MAUREEN MULHEREN	TR 11/28-30/18	TRAVEL REIMBURSEMENT	\$226.86	10010000-57100	LEARNING AND DEVELOPMENT	\$226.86
Vendor Total:						\$226.86
MENDO MILL & LUMBER CO	108889/1	PIPE	\$0.94	10021210-56300	BUILDING MAINT. & REPAIR	\$0.47
				91521400-56300	BUILDING MAINT. & REPAIR	\$0.47
	112518	LED FEIT	\$2.37	10021210-56300	BUILDING MAINT. & REPAIR	\$1.18
				91521400-56300	BUILDING MAINT. & REPAIR	\$1.19
	108776/1	PIPE	\$2.73	10021210-56300	BUILDING MAINT. & REPAIR	\$1.37

List of Checks Presented for Approval on 12/14/2023

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MENDO MILL & LUMBER CO	108776/1	PIPE	\$2.73	91521400-56300	BUILDING MAINT. & REPAIR	\$1.36
	109579/1	FILTERS	\$51.82	10021210-56300	BUILDING MAINT. & REPAIR	\$25.91
				91521400-56300	BUILDING MAINT. & REPAIR	\$25.91
	110030/1	ADAPTER, TUBE, LED FEIT	\$54.00	10021210-56300	BUILDING MAINT. & REPAIR	\$27.00
				91521400-56300	BUILDING MAINT. & REPAIR	\$27.00
	109091/1	CAM LOCKS	\$97.04	10021210-56300	BUILDING MAINT. & REPAIR	\$48.52
				91521400-56300	BUILDING MAINT. & REPAIR	\$48.52
	109910/1	NEW ENGINES SUPPLIES	\$2.63	25321210-54102	SMALL TOOLS	\$1.31
				91621400-54102	SMALL TOOLS	\$1.32
	108266/1	MECHANICS CREEPER	\$39.51	25321210-54102	SMALL TOOLS	\$19.75
				91621400-54102	SMALL TOOLS	\$19.76
	109880/1	NEW ENGINES STATION SUPPLIES	\$74.97	25321210-54102	SMALL TOOLS	\$0.03
				25321210-54102	SMALL TOOLS	\$28.75
				91621400-54102	SMALL TOOLS	\$28.78
				10021210-54100	SUPPLIES	\$8.71
				91521400-54100	SUPPLIES	\$8.70
	108506/1	PLASTIC DIP	\$23.69	25321210-54106	SPECIALTY SUPPLIES	\$11.85
				91621400-54106	SPECIALTY SUPPLIES	\$11.84
	108619/1	SHELF UNIT	\$228.74	10021210-54100	SUPPLIES	\$114.37
				91521400-54100	SUPPLIES	\$114.37
Vendor Total:						\$578.44
MES - MUNICIPAL EMERGENCY SERVICES INC	IN1285733	TOOLS FOR NEW ENGINE	\$454.34	25321210-54102	SMALL TOOLS	\$227.17
				91621400-54102	SMALL TOOLS	\$227.17
	IN1281801	TOOLS FOR NEW ENGINE	\$479.48	25321210-54102	SMALL TOOLS	\$239.74
				91621400-54102	SMALL TOOLS	\$239.74
	IN1288656	TOOLS FOR NEW ENGINE	\$571.74	25321210-54102	SMALL TOOLS	\$285.87
				91621400-54102	SMALL TOOLS	\$285.87
Vendor Total:						\$4,505.58

List of Checks Presented for Approval on 12/14/2013 37

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MICHELLE WHYBURN	2366	REIMBURSEMENT	\$105.00	82027111-57100	LEARNING AND DEVELOPMENT	\$105.00
	BA FY 18/19	BOOT ALLOWANCE	\$119.99	82027111-54100	SUPPLIES	\$119.99
					Vendor Total:	\$224.99
MILLVIEW COUNTY WATER DISTRICT	UVFA NOV 18	WATER SERVICES - LOVERS LANE	\$62.87	10021210-55210	UTILITIES	\$31.43
				91521400-55210	UTILITIES	\$31.44
					Vendor Total:	\$62.87
MOTION INDUSTRIES INC	CA23-513117	BELTS	\$457.93	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$457.93
					Vendor Total:	\$457.93
NCPA	006102-1218026	DEC 18 NCPA	\$707,889.00	80026440-58104	NCPA MANAGEMENT SERVICES	\$55,104.00
				80026440-58101	NCPA PLANT GENERATION	\$105,052.00
				80026440-58102	NCPA POWER PURCHASES	\$378,632.00
				80026440-58105	NCPA THIRD PARTY SALES	(\$6,225.00)
				80026440-58103	NCPA TRANSMISSION	\$175,326.00
					Vendor Total:	\$707,889.00
NHA ADVISORS LLC	00110	FINANCIAL ADVISORY SERVICES	\$504.17	10013400-52100	CONTRACTED SERVICES	\$504.17
	00025	WASTEWATER MUNICIPAL ADVISORY	\$3,500.00	10013400-52100	CONTRACTED SERVICES	\$3,500.00
	00117	FINANCIAL ADVISORY SERVICES	\$9,437.50	10013400-52100	CONTRACTED SERVICES	\$9,437.50
					Vendor Total:	\$13,441.67
NOR-CAL RECYCLED ROCK & AGGREGATES INC	16518	MISC. ROCK & ROAD PATCH MATERI	\$667.28	10024620-54120	PW - SPECIAL SUPPLIES	\$667.28
					Vendor Total:	\$667.28
NORTHWEST PUBLIC POWER ASSOCIATION	50912	MEMBERSHIP	\$6,130.23	80026400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$6,130.23
					Vendor Total:	\$6,130.23
ONE TIME PAY VENDOR	55	RECREATION REFUND - M.DIAZ	\$55.00	10022831-44915	RECREATION PROGRAM INCOME	\$55.00

List of Checks Presented for Approval on 12/14/2023 8

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ONE TIME PAY VENDOR	DV120618	RECREATION REFUND - A. QJEDA	\$63.75	10022831-44915	RECREATION PROGRAM INCOME	\$63.75
					Vendor Total:	\$118.75
OPERATING ENGINEER PUBLIC& MISC EMPLOYEES	86138 NOV 18	NOV 18 HEALTH INSURANCE	\$1,687.00	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$1,687.00
					Vendor Total:	\$1,687.00
OPERATING ENGINEERS UNION	1812-1	DEC 2018 PW UNION DUES	\$693.00	20700000-20509	P/R DEDUCT.- UNION DUES	\$693.00
	1812-1.1	DEC 18 MISC UNION DUES	\$1,824.00	20700000-20509	P/R DEDUCT.- UNION DUES	\$1,824.00
					Vendor Total:	\$2,517.00
OREILLY AUTO PARTS	2707-482560	SUPER GLUE	\$2.93	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$2.93
	2707-488271	SENSOR	\$53.02	10020210-56130	EXTERNAL SERVICES	\$53.02
	2707-490099	DISC PAD SET	\$72.17	10020210-56130	EXTERNAL SERVICES	\$72.17
	2707-489337	BRAKE ROTOR	\$73.25	10020210-56130	EXTERNAL SERVICES	\$73.25
	2707-489621	BRAKE ROTOR, DISC PAD SET	\$718.37	10020210-56130	EXTERNAL SERVICES	\$718.37
					Vendor Total:	\$919.74
PACE SUPPLY CORPORATION	024943265	COPPER BUSHING	\$11.80	84027225-56300	BUILDING MAINT. & REPAIR	\$11.80
	024908201	CLAMP	\$192.81	82000000-12104	INVENTORY - PURCHASES	\$192.81
	024956876	CLAMP	\$811.12	82000000-12104	INVENTORY - PURCHASES	\$811.12
	024983966	TOILET VALVES	\$357.92	10022100-54100	SUPPLIES	\$357.92
	024766570	TAPMATE HANDLE	\$92.71	82027114-54100	SUPPLIES	\$92.71
					Vendor Total:	\$1,466.36
PAYMENTUS GROUP INC	US18110038	CREDIT CARD PROCESSING SERVICE	\$2,985.75	20513300-52100	CONTRACTED SERVICES	\$2,985.75
					Vendor Total:	\$2,985.75
PETERSON TRUCKS INC	203691P	HOLDER KIT	\$60.18	10024620-56130	EXTERNAL SERVICES	\$60.18
					Vendor Total:	\$60.18
PG&E CO	7075-1 DEC 18	PACIFIC GAS & ELECTRIC	\$59.90	10022100-55210	UTILITIES	\$59.90
					Vendor Total:	\$59.90
QUILL CORPORATION	3069142	CHAIR MAT	\$251.96	10024210-54100	SUPPLIES	\$251.96
					Vendor Total:	\$251.96

List of Checks Presented for Approval on 12/14/2013

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
R EMMETT JONES	NOV 18	MANAGEMENT ADVISORY SERVICES	\$825.00	70024500-52100	CONTRACTED SERVICES	\$825.00
					Vendor Total:	\$825.00
R&B COMPANY - RWC	S1790143.002	PLUMBING EQUIPMENT, FIXTURES,	\$12.25	82000000-12104	INVENTORY - PURCHASES	\$12.25
	S1790143.001	PLUMBING EQUIPMENT, FIXTURES,	\$1,766.88	82000000-12104	INVENTORY - PURCHASES	\$1,766.88
					Vendor Total:	\$1,779.13
RAM 1 PROPERTIES OF MENDOCINO COUNTY LLC	0272	REIMBURSEMENT-SEWER LATERAL AT 835 S DORA ST	\$1,265.70	84427222-52100	CONTRACTED SERVICES	\$1,265.70
					Vendor Total:	\$1,265.70
REDWOOD COAST FUELS	0111306	CARDLOCK FUEL PURCHASES	\$334.72	20824300-56210	FUEL & FLUIDS	\$334.72
	1985234	CARDLOCK FUEL PURCHASES	\$42.90	20324100-58410	GARAGE LUBRICANTS & PARTS	\$42.90
	1993265	CARDLOCK FUEL PURCHASES	\$42.90	20324100-58410	GARAGE LUBRICANTS & PARTS	\$42.90
	1999505	CARDLOCK FUEL PURCHASES	\$725.65	20324100-58410	GARAGE LUBRICANTS & PARTS	\$725.65
					Vendor Total:	\$1,146.17
REXEL USA INC	T911763	LED BULBS	\$58.63	84027225-56300	BUILDING MAINT. & REPAIR	\$58.63
	T902957	SOLID WIRE	\$91.84	84027225-56300	BUILDING MAINT. & REPAIR	\$0.43
				84027225-56300	BUILDING MAINT. & REPAIR	\$91.84
				90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.43)
	T965310	ELECTRIC BASEBOARD	\$78.79	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.37)
				80526150-54100	SUPPLIES	\$0.37
				80526150-54100	SUPPLIES	\$78.79
					Vendor Total:	\$229.26
ROB GIBSON	BA FY 18/19	BOOT ALLOWANCE	\$150.00	10022100-54100	SUPPLIES	\$150.00
					Vendor Total:	\$150.00
ROBERT FORSHER	N1822.0	ARCH DESIGN SVCS FOR CIVIC CTR	\$8,260.00	20822500-80220	BUILDING IMPROVEMENTS	\$8,260.00
					Vendor Total:	\$8,260.00
ROBERT RICETTI	BA FY 18/19	BOOT ALLOWANCE	\$150.00	10022100-54100	SUPPLIES	\$150.00
					Vendor Total:	\$150.00

List of Checks Presented for Approval on 12/14/20: 40

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ROUND TABLE PIZZA	02-5071	PUBLIC WORKS WATER LUNCH MEETING	\$57.68	82027110-57100	LEARNING AND DEVELOPMENT	\$57.68
	02-13	LUNCH MEETING	\$142.79	84027220-57100	LEARNING AND DEVELOPMENT	\$142.79
	02-16	COPR YARD LUNCH MEETING	\$118.85	20824300-54100	SUPPLIES	\$118.85
	02-14	COPR YARD LUNCH MEETING	\$137.02	20824300-54100	SUPPLIES	\$137.02
Vendor Total: -----						\$456.34
SALES & USE TAX	0028407498	WATER RIGHTS FEE FOR WR STF 094-013892	\$1,000.00	82027110-59101	FEES	\$1,000.00
	0028589761	WATER RIGHTS FEE FOR WR STF 094-004687	\$1,281.28	82027110-59101	FEES	\$1,281.28
	0028628266	WATER RIGHTS FEE FOR WR STF 094-010628	\$6,409.32	82027110-59101	FEES	\$6,409.32
	0028329977	WATER RIGHTS FEE FOR WR STF 094-019707	\$238.86	84027225-59101	FEES	\$238.86
Vendor Total: -----						\$8,929.46
SANTA ROSA UNIFORM & CAREER APPAREL INC	140082	UNIFORM SUPPLIES	\$744.08	10020210-54100	SUPPLIES	\$744.08
Vendor Total: -----						\$744.08
SHERRIE SMITH-FERRI	111518	REIMBURSEMENT	\$212.50	69122700-54100	SUPPLIES	\$212.50
Vendor Total: -----						\$212.50
SHN CONSULTING ENGINEERS & GEOLOGISTS INC	97386	OAK MANOR COMPACTION TESTING	\$740.00	10024210-80230	INFRASTRUCTURE	\$740.00
	97868	OAK MANOR COMPACTION TESTING	\$1,264.20	10024210-80230	INFRASTRUCTURE	\$1,264.20
Vendor Total: -----						\$2,004.20
SIERRA TRAFFIC MARKINGS INC	5153	STREET STRIPING 2018	\$26,694.23	12024200-80230	INFRASTRUCTURE	\$26,694.23
Vendor Total: -----						\$26,694.23
SONIC NET LLC	11464167	INTERNET SERVICES - UVFD	\$18.47	10021210-55100	TELEPHONE	\$9.24
				91521400-55100	TELEPHONE	\$9.23
Vendor Total: -----						\$18.47
STAPLES CREDIT PLAN	7207514874-0-1	STAMPS, PENS, STORAGE BOXES	\$77.23	10013400-54100	SUPPLIES	\$60.15
				20513300-54100	SUPPLIES	\$17.08
	7207353249-0-1	CALCULATOR, RULER, SHARPIES	\$97.17	10013400-54100	SUPPLIES	\$97.17

List of Checks Presented for Approval on 12/14/2018

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
STAPLES CREDIT PLAN	7207174888-0-1	CHAIR (2)	\$609.68	10020210-54100	SUPPLIES	\$609.68
	7207744596-0-1	BINDERS	\$54.64	10022810-54100	SUPPLIES	\$54.64
	7208506755-0-1	TAPE, WHITE CARDS	\$60.86	10022810-54100	SUPPLIES	\$60.86
	7207746673-0-1	WHITE CARDS	\$100.35	10022810-54100	SUPPLIES	\$100.35
	7207388112-0-1	CHAIR	\$424.58	20513300-54100	SUPPLIES	\$424.58
	7207672759-0-1	TONER	\$641.36	20513300-54100	SUPPLIES	\$641.36
	7208527860-0-1	TONER	\$430.70	84027225-54100	SUPPLIES	\$430.70
Vendor Total:						\$2,496.57
STATE WATER RESOURCES CONTROL BOARD	WD-0141886	FY 18-18 ANNUAL FEE	\$30,625.00	70024500-59101	FEES	\$30,625.00
	RW-1018632	FY 17-18 RECYCLED WATER FEES	\$2,024.00	83027330-59101	FEES	\$2,024.00
	WD-0137997	ANNUAL PERMIT FEES	\$2,286.00	84027221-59101	FEES	\$2,286.00
	WD-0138274	ANNUAL PERMIT FEES	\$2,286.00	84027221-59101	FEES	\$2,286.00
	WD-0143283	ANNUAL PERMIT FEES	\$14,341.00	84027225-59101	FEES	\$14,341.00
Vendor Total:						\$51,562.00
TELSTAR INSTRUMENTS INC	96970	ALL LABOR AND MATERIAL TO INST	\$4,165.00	82027111-52100	CONTRACTED SERVICES	\$4,165.00
Vendor Total:						\$4,165.00
THE LYMAN GROUP, INC	5218902	EROSION MIX	\$20.80	70024500-54100	SUPPLIES	\$20.80
Vendor Total:						\$20.80
THE PEAVEY COMPANY	352033	EVIDENCE SUPPLIES	\$111.81	10020210-54201	PRISONER EXPENSE	\$111.81
Vendor Total:						\$111.81
UNITED SITE SERVICES	114-7720237	PORTABLE TOILET RENTAL	\$166.86	10022100-52100	CONTRACTED SERVICES	\$166.86
	114-7720238	PORTABLE TOILET RENTAL	\$166.86	10022100-52100	CONTRACTED SERVICES	\$166.86
Vendor Total:						\$333.72
UPS	0000E19R54468	SHIPPING CHARGES	\$110.41	10020210-56130	EXTERNAL SERVICES	\$38.58
				80026120-54100	SUPPLIES	\$71.83
	0000E19R54458	SHIPPING CHARGES	\$56.66	80026120-54100	SUPPLIES	\$56.66
	0000E19R54488	SHIPPING CHARGES	\$67.31	80026210-54100	SUPPLIES	\$67.31
Vendor Total:						\$234.38

List of Checks Presented for Approval on 12/14/2018

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
VERGIL THOMAS MASSEY	111618	BLADE SHARPENING	\$189.23	10021210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$94.61
				91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$94.62
				Vendor Total:		\$189.23
WEIR FLOWAY INC	107124	TEAR DOWN AND INSPECTION OF FL	\$24,061.91	84027225-80100	MACHINERY & EQUIPMENT	\$1,500.00
				84027225-80100	MACHINERY & EQUIPMENT	\$22,561.91
				Vendor Total:		\$24,061.91
WERLE ENTERPRISE LLC	0091290	SECURITY WINDOW ENVELOPES	\$244.97	10013400-54100	SUPPLIES	\$244.97
				Vendor Total:		\$244.97
WEST ENTERPRISE CENTER	1522	MICROENTERPRISE TECHNICAL ASSISTANCE	\$7,207.50	61123410-52100	CONTRACTED SERVICES	\$7,207.50
				Vendor Total:		\$7,207.50
WEST YOST ASSOCIATED	2036632	GRANT MANAGEMENT SERVICES FOR	\$7,779.50	91190100-52100	CONTRACTED SERVICES	\$7,779.50
				Vendor Total:		\$7,779.50
WILLIAM JOHN CARMEN	18701	HD VIDEO	\$950.00	82027110-52100	CONTRACTED SERVICES	\$950.00
				Vendor Total:		\$950.00
XEROX CORP	095343507	COPIER LEASE-SEE ADD'L DESCRIP	\$189.51	69122700-52100	CONTRACTED SERVICES	\$189.51
	095343508	COPIER LEASE-SEE ADD'L DESCRIP	\$1,564.57	10012200-54500	EQUIP RENTS AND LEASES	\$1,564.57
	095343506	COPIER LEASE-SEE ADD'L DESCRIP	\$259.51	10020210-54500	EQUIP RENTS AND LEASES	\$181.66
				20620231-54500	EQUIP RENTS AND LEASES	\$51.91
				64020213-54500	EQUIP RENTS AND LEASES	\$25.94
	095343505	COPIER LEASE-SEE ADD'L DESCRIP	\$538.58	10020210-54500	EQUIP RENTS AND LEASES	\$377.01
				20620231-54500	EQUIP RENTS AND LEASES	\$107.72
				64020213-54500	EQUIP RENTS AND LEASES	\$53.85
	Vendor Total:		\$2,552.17			
ZERO WASTE USA	254423	DOG WASTE BAGS	\$799.58	10022100-54100	SUPPLIES	\$799.58
				Vendor Total:		\$799.58
INVOICE TOTAL:						\$1,026,447.88

List of Checks Presented for Approval on 12/21/20 ⁴³

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

 1-15-19 JB AH
Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ACCURATE AIR ENGINEERING INC	C-139539	AIR/OIL SEPARATOR	\$898.42	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$898.42
					Vendor Total:	\$898.42
ACME RIGGING & SUPPLY CO	298422	MISC RENTAL & SUPPLIES AS NEED	\$267.82	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$267.82
	298414.1	MISC RENTAL & SUPPLIES AS NEEDED	\$228.60	10024620-56130	EXTERNAL SERVICES	\$228.60
	298178	MISC RENTAL & SUPPLIES AS NEED	\$85.48	82027114-56130	EXTERNAL SERVICES	\$85.48
	298171	MISC RENTAL & SUPPLIES AS NEED	\$98.36	80026110-54102	SMALL TOOLS	\$98.36
					Vendor Total:	\$680.26
ADAMSON POLICE PRODUCTS	INV289505	SETINA #PK1138CGR11 - #6XL COA	\$71.31	10020210-80100	MACHINERY & EQUIPMENT	\$5.81
				10020210-80100	MACHINERY & EQUIPMENT	\$65.50
	INV289467	GB8DEDE - LEGACY GB SUPER-LED	\$1,333.18	10020210-80100	MACHINERY & EQUIPMENT	\$1,333.18
					Vendor Total:	\$1,404.49
AIRGAS INC	9083079070	CALIBRATION GAS	\$176.19	84027225-54100	SUPPLIES	\$176.19
	9082964970	GAS METER	\$816.56	84027225-54100	SUPPLIES	\$816.56
					Vendor Total:	\$992.75
ALLEN JAMES	DV120818	INSTRUCTOR	\$128.00	10022850-52100	CONTRACTED SERVICES	\$128.00
					Vendor Total:	\$128.00
ALPHA ANALYTICAL LABORATORIES INC	8111636-UKIAHLF	MISCELLANEOUS SERVICES, NO.1 PO#45761	\$944.00	70024500-52100	CONTRACTED SERVICES	\$944.00
	8111792-UKIAHLF	MISCELLANEOUS SERVICES, NO.2 PO#45761	\$4,586.95	70024500-52100	CONTRACTED SERVICES	\$4,586.95
	8111646-UKIAHLF	MISCELLANEOUS SERVICES, NO.3 PO#45761	\$5,795.95	70024500-52100	CONTRACTED SERVICES	\$5,795.95
	8111747-UKIAHLF	MISCELLANEOUS SERVICES, NO. 4 PO#45761	\$7,543.95	70024500-52100	CONTRACTED SERVICES	\$7,543.95

List of Checks Presented for Approval on 12/21/2018

44

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ALPHA ANALYTICAL LABORATORIES INC	8113140-UKIAH	MISC. LABORATORY WORK AS NEEDED	\$240.00	82027111-52100	CONTRACTED SERVICES	\$240.00
	8111001-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$177.00	84027225-52100	CONTRACTED SERVICES	\$177.00
	8112396-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$177.00	84027225-52100	CONTRACTED SERVICES	\$177.00
	8112669-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$177.00	84027225-52100	CONTRACTED SERVICES	\$177.00
	8112341-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$255.00	84027225-52100	CONTRACTED SERVICES	\$255.00
	8111490-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$291.00	84027225-52100	CONTRACTED SERVICES	\$291.00
	8111824-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$291.00	84027225-52100	CONTRACTED SERVICES	\$291.00
	8112740-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$291.00	84027225-52100	CONTRACTED SERVICES	\$291.00
	8113345-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$291.00	84027225-52100	CONTRACTED SERVICES	\$291.00
	8113245-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$495.00	84027225-52100	CONTRACTED SERVICES	\$495.00
	8110866-UKIAHTP	MISC. LABORATORY WORK AS NEEDED	\$1,475.00	84027225-52100	CONTRACTED SERVICES	\$1,475.00
	8113472-UKIAHSTP	NOVEMBER MONTHLY WATER ANALYSE	\$1,480.00	84027225-52100	CONTRACTED SERVICES	\$1,480.00
ALTEC INDUSTRIES INC	8112077-UKIAHSTP	RECYCLE WATER & GROUND WATER M	\$6,812.00	84027225-52100	CONTRACTED SERVICES	\$6,812.00
	Vendor Total:					\$31,322.85
AMAZON CAPITAL SERVICES	11073630	PARTS & MATERIALS AS NEEDED	\$88.92	80026400-56130	EXTERNAL SERVICES	\$88.92
	Vendor Total:					\$88.92
AMAZON CAPITAL SERVICES	1HKP-YRC7-WHGL	REFUND FOR SMOKING STATION	(\$106.97)	20822500-56300	BUILDING MAINT. & REPAIR	(\$106.97)
	1QHM-GVCG-MD9K	SMOKING STATION	\$98.92	20822500-56300	BUILDING MAINT. & REPAIR	\$98.92
	1MMP-1Y1Y-1D1F	PICTURE FRAMES	\$87.84	90000000-23226	CONCERT SERIES	\$87.84
	1L6W-7KJH-PMPV	L SHAPED STAND DESK	\$440.62	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$2.20)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.57)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$2.20)

List of Checks Presented for Approval on 12/21/2020 45, 8

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AMAZON CAPITAL SERVICES	1L6W-7KJH-PMPV	L SHAPED STAND DESK	\$440.62	90000000-23028	MEASURE Y DISTRICT TAX	(\$2.20)
				90000000-23013	STATE USE TAX LIABILITY	(\$31.94)
				10013400-54100	SUPPLIES	\$39.11
				10013400-54100	SUPPLIES	\$440.62
	1D4L-HCN3-MX69	BINOCULARS	\$508.56	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$2.00)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.50)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$2.00)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$2.00)
				25321210-54102	SMALL TOOLS	\$17.74
				25321210-54102	SMALL TOOLS	\$254.28
				91621400-54102	SMALL TOOLS	\$17.75
				91621400-54102	SMALL TOOLS	\$254.28
				90000000-23013	STATE USE TAX LIABILITY	(\$28.99)
				10021210-56130	EXTERNAL SERVICES	\$126.21
	1P9R-YRKD-3WJC	TRIPLE GLOVE BOX HOLDER	\$126.21	10021210-56130	EXTERNAL SERVICES	\$126.21
	13LT-YG9L-VNXL	ROTARY HAMMER BIT	\$75.32	10024620-54102	SMALL TOOLS	\$75.32
	17JH-4Q1J-Y6K3	REFEREE/UMPIRE JERSEYS	\$449.75	90000000-23256	SPECIAL EVENTS TRUST	\$449.75
	1VYP-G4YR-W17W	POWER CORD, HDMI CORD	\$36.05	10013400-54100	SUPPLIES	\$36.05
	1RDK-F9H1-P9V7	BLUETOOTH SPEAKER	\$122.93	10013400-54100	SUPPLIES	\$122.93
	1VLQ-YXCM-1C33	BATTERY BACK UP	\$59.87	10024210-54100	SUPPLIES	\$59.87
	1M49-61YH-XLCK	STANDING DESK	\$538.93	20413500-54100	SUPPLIES	\$538.93
	1FRG-FXQG-4TN4	TABLE SKIRTING CLIPS	\$32.45	73022600-54100	SUPPLIES	\$32.45
	1HXW-379L-J73J	LABEL MAKERS, BATTERIES	\$58.30	80026400-54100	SUPPLIES	\$58.30
	1KKW-T9XX-3GVT	WALL CALENDAR POSTER	\$27.89	84027225-54100	SUPPLIES	\$27.89
	1K93-C9F4-TLN6	HEAVY DUTY CANVAS APRONS	\$269.90	84027225-54100	SUPPLIES	\$269.90
Vendor Total:						\$2,826.57

List of Checks Presented for Approval on 12/21/2018 468

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AMERICAN NATIONAL RED CROSS & ITS CONSTITUENT	22147219	BASIC LIFE SUPPORT TRAINING	\$171.00	10022300-57101	CONF & TRAINING-AQUATICS	\$171.00
Vendor Total:						\$171.00
ANDREW SNYDER	TA 1/2-5/18	TRAVEL ADVANCE	\$527.85	10020210-57100	LEARNING AND DEVELOPMENT	\$527.85
Vendor Total:						\$527.85
ANIXTER	4075980-00	ELECTRICAL EQUIPMENT AND SUPPLIES	\$317.94	80000000-12104	INVENTORY - PURCHASES	\$317.94
	4072430-00	ELECTRICAL EQUIPMENT AND SUPPL	\$2,222.85	80000000-12104	INVENTORY - PURCHASES	\$2,222.85
	4007738-00	ELECTRICAL EQUIPMENT AND SUPPL	\$21,417.89	80000000-12104	INVENTORY - PURCHASES	\$21,417.89
Vendor Total:						\$23,958.68
ANTONIO MUNOZ	CFMO12019	CROSS-FIT TRAINING FOR FIRE ST	\$333.33	10021210-54167	EMPLOYEE DEVELOPMENT	\$166.66
				91521400-54167	EMPLOYEE DEVELOPMENT	\$166.67
Vendor Total:						\$333.33
ARTS COUNCIL	DV121718	ANNUAL MEMBERSHP DUES	\$1,000.00	10012100-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$1,000.00
Vendor Total:						\$1,000.00
AT YOUR PACE ONLINE LLC	2501.1	TRAINING- M WHYBURN T-4	\$255.00	82027111-57100	LEARNING AND DEVELOPMENT	\$255.00
	2501	TRAINING- J AGUILAR D3-T2	\$162.00	82027114-57100	LEARNING AND DEVELOPMENT	\$162.00
Vendor Total:						\$417.00
AT&T	000012284112	TELEPHONE	\$15.21	10021210-55100	TELEPHONE	\$7.60
				91521400-55100	TELEPHONE	\$7.61
	000012284111	TELEPHONE	\$21.48	10021210-55100	TELEPHONE	\$10.74
				91521400-55100	TELEPHONE	\$10.74
	000012306118	T1 TO INTERNET	\$573.75	20913900-55100	TELEPHONE	\$573.75
	000012306515	TELEPHONE SERVICES	\$4,939.44	20913900-55100	TELEPHONE	\$4,939.44
	1718 DEC 18	CC TERMINAL	\$170.06	77725200-55100	TELEPHONE	\$170.06
Vendor Total:						\$5,719.94
AT&T MOBILITY	832056361x1 2142018	APN MODEMS	\$516.27	10020210-55100	TELEPHONE	\$516.27

List of Checks Presented for Approval on 12/21/2017 47

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AT&T MOBILITY	832118877X1 2142018	VOICE & DATA CELL PHONES	\$273.72	10022300-55100	TELEPHONE	\$51.24
				20620231-55100	TELEPHONE	\$14.49
				77725200-55100	TELEPHONE	\$35.91
				80026400-55100	TELEPHONE	\$86.46
				82027110-55100	TELEPHONE	\$14.49
				82027111-55100	TELEPHONE	\$14.62
				82027111-55100	TELEPHONE	\$27.53
				84027221-55100	TELEPHONE	\$28.98
	875108535X1 2142018	VOICE & DATA CELL PHONES	\$36.25	84027221-55100	TELEPHONE	\$36.25
				Vendor Total: -----		\$826.24
AVLAB	0313092-IN	DICE FLASH-190 5 GALLON PAIL	\$356.34	77725200-58401	AVIATION FUEL	\$356.34
				Vendor Total: -----		\$356.34
BAUER COMPRESSORS INC	0000247975	AIR COMPRESSOR REPAIR PARTS	\$644.23	10021210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$322.12
				91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$322.11
				Vendor Total: -----		\$644.23
BELKORP AG	507306	FUEL & OIL FILTER, FILTER ELEMENT	\$143.39	84027225-56130	EXTERNAL SERVICES	\$143.39
				Vendor Total: -----		\$143.39
BJS EMBROIDERY	12787	EMBROIDERY SERVICES	\$17.37	10022100-54100	SUPPLIES	\$17.37
				Vendor Total: -----		\$17.37
BROADCAST MUSIC INC	33490925	2019 CONCERT IN THE PARK SERIES LICENSE	\$349.00	90000000-23226	CONCERT SERIES	\$349.00
				Vendor Total: -----		\$349.00
BWS DISTRIBUTORS INC	240078	CALIBRATION SERVICES	\$125.87	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.10)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.10)
				80026120-54100	SUPPLIES	\$0.20
				80026120-54100	SUPPLIES	\$125.87
				Vendor Total: -----		\$125.87

List of Checks Presented for Approval on 12/21/2018 48

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CA PEACE OFFICERS ASSOC	155470	EVENT- A DELAPO	\$95.00	10020210-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$95.00
					Vendor Total:	\$95.00
CALIFORNIA CRIME PREVENTION OFFICER'S ASSOCIATION	138630	ANNUAL MEMBERSHIP ALL SWORN PERSONNEL	\$1,350.00	10020210-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$1,350.00
					Vendor Total:	\$1,350.00
CALIFORNIA PAVEMENT MAINTENANCE COMPANY	18-02.1	SLURRY SEAL OF LOCAL STREETS	\$221,001.32	10021210-56300	BUILDING MAINT. & REPAIR	\$924.00
				20822500-56300	BUILDING MAINT. & REPAIR	\$9,411.50
				77725200-56300	BUILDING MAINT. & REPAIR	\$3,474.41
				91521400-56300	BUILDING MAINT. & REPAIR	\$924.00
				12024200-80230	INFRASTRUCTURE	\$206,267.41
					Vendor Total:	\$221,001.32
CAROLLO ENGINEERS INC	0172256	DESIGN PHASES I&II RECYCLED WA	\$18,535.48	83027330-80230	INFRASTRUCTURE	\$18,535.48
					Vendor Total:	\$18,535.48
CHARGEPOINT INC	IN46511	CT4021 - DUAL OUTPUT, BOLLARD	\$22,538.82	80126100-80230	INFRASTRUCTURE	\$6,416.82
				80000000-12104	INVENTORY - PURCHASES	\$16,122.00
					Vendor Total:	\$22,538.82
CLARK PEST CONTROL	23194059	PEST CONTROL SVCS	\$95.00	80026400-52100	CONTRACTED SERVICES	\$95.00
					Vendor Total:	\$95.00
COMCAST	1296 DEC 18	INTERNET SERVICES	\$173.42	31122000-52100	CONTRACTED SERVICES	\$173.42
	4635 DEC 18	INTERNET SERVICES	\$256.98	20913900-55100	TELEPHONE	\$256.98
					Vendor Total:	\$430.40
CONCUR TECHNOLOGIES INC	101500062269	CONCUR EXPENSE PAY SOFTWARE	\$457.20	20413500-54320	SOFTWARE	\$457.20
					Vendor Total:	\$457.20
CONVERGENT COMPUTING	BILL52619	IT SERVICES	\$225.00	20913900-52100	CONTRACTED SERVICES	\$225.00
					Vendor Total:	\$225.00
COPWARE INC	84437	ANNUAL LICENSE FOR SWORN OFFICERS	\$540.00	10020210-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$540.00
					Vendor Total:	\$540.00

List of Checks Presented for Approval on 12/21/20 ⁴⁹3

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CUMMINS PACIFIC LLC	Y7-91037	WATER PUMP, BELT	\$232.78	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$1.07)
				10021210-56130	EXTERNAL SERVICES	\$1.07
				10021210-56130	EXTERNAL SERVICES	\$232.78
				Vendor Total:		\$232.78
DANA E CLAY	DV121118	EASEMENT PURCHASE MARSHALL ST	\$1,500.00	80126100-80230	INFRASTRUCTURE	\$1,500.00
				Vendor Total:		\$1,500.00
DAPHINE HARRIS - PETTY CASH	121818	REPLENISH PETTY CASH	\$170.18	82027110-59101	FEES	\$12.00
				82027110-59101	FEES	\$50.00
				10013400-54700	FINES & PENALTIES	\$10.00
				10013400-57100	LEARNING AND DEVELOPMENT	\$5.00
				10013400-57100	LEARNING AND DEVELOPMENT	\$5.00
				10022100-57100	LEARNING AND DEVELOPMENT	\$4.00
				10023320-57100	LEARNING AND DEVELOPMENT	\$25.00
				10024620-57100	LEARNING AND DEVELOPMENT	\$36.74
				20324100-57100	LEARNING AND DEVELOPMENT	\$6.48
				77725200-57100	LEARNING AND DEVELOPMENT	\$4.41
				77725200-57100	LEARNING AND DEVELOPMENT	\$8.55
DAVE SENG	2065E	CROPLAST	\$244.97	84027225-54100	SUPPLIES	\$244.97
				Vendor Total:		\$244.97
DIANA THOMAS	DV121218	REIMBURSEMENT-MUSEUM HOLIDAY	\$64.05	69122700-54100	SUPPLIES	\$64.05
				Vendor Total:		\$64.05
DYLAN DEWALL	DV111918	INSTRUCTOR	\$100.00	10022850-52100	CONTRACTED SERVICES	\$100.00
				Vendor Total:		\$100.00

List of Checks Presented for Approval on 12/21/20 ⁵⁰8

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
EFAX CORPORATE	1169460	EFAX SERVICES	\$139.70	10012200-52100	CONTRACTED SERVICES	\$139.70
					Vendor Total:	\$139.70
EFFICIENCY SERVICES GROUP LLC	2163	ADMIN OF EUD PUBLIC BENEFITS	\$3,567.03	80626450-52137	PUBLIC BENEFITS PROGRAM MGMT	\$3,567.03
					Vendor Total:	\$3,567.03
ELIZABETH HAVRILLA	3590	QUICKTOP 40 X 120 X 10 WHITE	\$9,000.00	31422860-52100	CONTRACTED SERVICES	\$9,000.00
					Vendor Total:	\$9,000.00
ELLIES MUTT HUT	941242	INTERVIEW LUNCH	\$62.50	10016100-54160	CITY LIABILITY & CONTRACT	\$62.50
	941243	INTERVIEW LUNCH	\$76.40	10016100-54160	CITY LIABILITY & CONTRACT	\$76.40
	941241	DEPARTMENT MEETING/LUNCHEON	\$295.76	10013400-57100	LEARNING AND DEVELOPMENT	\$295.76
	941244	CHRISTMAS PARTY SET UP LUNCH	\$91.05	10024210-57100	LEARNING AND DEVELOPMENT	\$30.35
				82027110-57100	LEARNING AND DEVELOPMENT	\$30.35
				84027220-57100	LEARNING AND DEVELOPMENT	\$30.35
				Vendor Total:	\$525.71	
FARWEST LINE SPECIALTIES LLC	268146	ELECTRICAL EQUIPMENT AND SUPPLIES	\$43.48	80026110-54100	SUPPLIES	\$43.48
					Vendor Total:	\$43.48
FASTENAL	CAUKA33540	ELECTRICAL EQUIPMENT AND SUPPLIES	\$5.68	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$5.68
	CAUKA33555	ELECTRICAL EQUIPMENT AND SUPPLIES	\$12.63	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$12.63
	CAUKA33532	ELECTRICAL EQUIPMENT AND SUPPLIES	\$8.97	10021210-56130	EXTERNAL SERVICES	\$8.97
	Vendor Total:	\$27.28				
FILETRAIL	2018-0876	HOSTED FILE MANAGMENT SYSTEM	\$518.00	10012500-54320	SOFTWARE	\$518.00
					Vendor Total:	\$518.00
FRIEDMANS HOME IMPROVEMENT	36536928	MISC. ITEMS AS NEEDED	\$13.62	20822500-56300	BUILDING MAINT. & REPAIR	\$13.62
	36532328	MISC. ITEMS AS NEEDED	\$79.97	20822500-56300	BUILDING MAINT. & REPAIR	\$16.56
				20822500-54102	SMALL TOOLS	\$63.41

List of Checks Presented for Approval on 12/21/2021 8

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	36523511	MISC. ITEMS AS NEEDED	\$87.27	20822500-56300	BUILDING MAINT. & REPAIR	\$87.27
	36538035	MISC. ITEMS AS NEEDED	\$89.03	20822500-56300	BUILDING MAINT. & REPAIR	\$89.03
	36525413	MISC. ITEMS AS NEEDED	\$97.40	20822500-56300	BUILDING MAINT. & REPAIR	\$97.40
	36516246	MISC. ITEMS AS NEEDED	\$100.32	20822500-56300	BUILDING MAINT. & REPAIR	\$100.32
	36517880	MISC. ITEMS AS NEEDED	\$111.95	20822500-56300	BUILDING MAINT. & REPAIR	\$111.95
	36517446	MISC. ITEMS AS NEEDED	\$116.65	20822500-56300	BUILDING MAINT. & REPAIR	\$116.65
	36539028	MISC. ITEMS AS NEEDED	\$133.51	20822500-56300	BUILDING MAINT. & REPAIR	\$133.51
	36530442	MISC. ITEMS AS NEEDED	\$135.76	20822500-56300	BUILDING MAINT. & REPAIR	\$135.76
	36511204	MISC. ITEMS AS NEEDED	\$308.14	20822500-56300	BUILDING MAINT. & REPAIR	\$57.03
				20822500-54102	SMALL TOOLS	\$251.11
	36531106	MISC. ITEMS AS NEEDED	\$319.82	20822500-56300	BUILDING MAINT. & REPAIR	\$319.82
	36539020	MISC. ITEMS AS NEEDED	\$672.96	20822500-56300	BUILDING MAINT. & REPAIR	\$672.96
	36522388	MISC. ITEMS AS NEEDED	\$159.30	77725200-56300	BUILDING MAINT. & REPAIR	\$159.30
	36515774	MISC. ITEMS AS NEEDED	\$2.11	82027111-56300	BUILDING MAINT. & REPAIR	\$2.11
	36524282	MISC. ITEMS AS NEEDED	\$16.68	84027225-56300	BUILDING MAINT. & REPAIR	\$16.68
	36526259	MISC. ITEMS AS NEEDED	\$17.81	84027225-56300	BUILDING MAINT. & REPAIR	\$17.81
	36527248	MISC. ITEMS AS NEEDED	\$58.17	82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$58.17
	36516890	MISC. ITEMS AS NEEDED	(\$290.70)	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	(\$290.70)
	36516257	MISC. ITEMS AS NEEDED	\$9.54	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$9.54
	36526993	MISC. ITEMS AS NEEDED	\$14.25	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$14.25
	36517340	MISC. ITEMS AS NEEDED	\$24.37	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$24.37

List of Checks Presented for Approval on 12/21/20 523

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	36538251	MISC. ITEMS AS NEEDED	\$29.39	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$29.39
	36536962	MISC. ITEMS AS NEEDED	\$42.60	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$42.60
	36525174	MISC. ITEMS AS NEEDED	\$44.44	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$44.44
	36530068	MISC. ITEMS AS NEEDED	\$97.86	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$97.86
	36515318	MISC. ITEMS AS NEEDED	\$124.30	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$124.30
	36516933	MISC. ITEMS AS NEEDED	\$180.93	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$180.93
	36532261	MISC. ITEMS AS NEEDED	\$307.89	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$307.89
	36518146	MISC. ITEMS AS NEEDED	\$374.45	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$68.42
				84027225-54100	SUPPLIES	\$306.03
	36512320	MISC. ITEMS AS NEEDED	\$374.76	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$374.76
	36537722	MISC. ITEMS AS NEEDED	\$10.22	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$10.22
	36526423	MISC. ITEMS AS NEEDED	\$19.01	84027225-56504	FACILITY MAINTENANCE & REPAIR	\$19.01
	36532329	MISC. ITEMS AS NEEDED	\$59.96	10022100-59400	OTHER EXPENSES	\$59.96
	36523456	MISC. ITEMS AS NEEDED	\$8.10	10024620-54120	PW - SPECIAL SUPPLIES	\$8.10
	36524160	MISC. ITEMS AS NEEDED	\$11.34	10024620-54120	PW - SPECIAL SUPPLIES	\$11.34
	36516119	MISC. ITEMS AS NEEDED	\$13.61	10024620-54120	PW - SPECIAL SUPPLIES	\$13.61
	36510762	MISC. ITEMS AS NEEDED	\$20.90	10024620-54120	PW - SPECIAL SUPPLIES	\$20.90
	36522792	MISC. ITEMS AS NEEDED	\$20.90	10024620-54120	PW - SPECIAL SUPPLIES	\$20.90
	36537012	MISC. ITEMS AS NEEDED	\$21.71	10024620-54120	PW - SPECIAL SUPPLIES	\$21.71
	36516670	MISC. ITEMS AS NEEDED	\$22.13	10024620-54120	PW - SPECIAL SUPPLIES	\$22.13
	36518844	MISC. ITEMS AS NEEDED	\$39.31	10024620-54120	PW - SPECIAL SUPPLIES	\$39.31

List of Checks Presented for Approval on 12/21/2023 8

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	36537251	MISC. ITEMS AS NEEDED	\$40.73	10024620-54120	PW - SPECIAL SUPPLIES	\$40.73
	36537924	MISC. ITEMS AS NEEDED	\$51.52	10024620-54120	PW - SPECIAL SUPPLIES	\$51.52
	36524458	MISC. ITEMS AS NEEDED	\$111.05	10024620-54120	PW - SPECIAL SUPPLIES	\$111.05
	36529884	MISC. ITEMS AS NEEDED	\$130.32	10024620-54120	PW - SPECIAL SUPPLIES	\$130.32
	36536054	MISC. ITEMS AS NEEDED	\$11.50	20324100-54102	SMALL TOOLS	\$11.50
	36518198	MISC. ITEMS AS NEEDED	\$21.23	80026110-54102	SMALL TOOLS	\$21.23
	36511364	MISC. ITEMS AS NEEDED	\$246.49	80026110-54102	SMALL TOOLS	\$246.49
	36511065	MISC. ITEMS AS NEEDED	\$25.24	84027225-54102	SMALL TOOLS	\$25.24
	36538158	MISC. ITEMS AS NEEDED	\$720.56	10012500-54100	SUPPLIES	\$67.42
				20822500-54100	SUPPLIES	\$653.14
	36525940	MISC. ITEMS AS NEEDED	(\$332.96)	10022100-54100	SUPPLIES	(\$332.96)
	36517740	MISC. ITEMS AS NEEDED	\$26.09	10022100-54100	SUPPLIES	\$26.09
	36515898	MISC. ITEMS AS NEEDED	\$29.05	10022100-54100	SUPPLIES	\$29.05
	36517169	MISC. ITEMS AS NEEDED	\$29.94	10022100-54100	SUPPLIES	\$29.94
	36537891	MISC. ITEMS AS NEEDED	\$32.24	10022100-54100	SUPPLIES	\$32.24
	36514715	MISC. ITEMS AS NEEDED	\$37.42	10022100-54100	SUPPLIES	\$37.42
	36536809	MISC. ITEMS AS NEEDED	\$42.30	10022100-54100	SUPPLIES	\$42.30
	36531323	MISC. ITEMS AS NEEDED	\$45.23	10022100-54100	SUPPLIES	\$45.23
	36532699	MISC. ITEMS AS NEEDED	\$67.91	10022100-54100	SUPPLIES	\$67.91
	36537095	MISC. ITEMS AS NEEDED	\$97.89	10022100-54100	SUPPLIES	\$97.89
	36514802	MISC. ITEMS AS NEEDED	\$126.49	10022100-54100	SUPPLIES	\$126.49

List of Checks Presented for Approval on 12/21/20⁵⁴ 8

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	36538093	MISC. ITEMS AS NEEDED	\$162.97	10022100-54100	SUPPLIES	\$162.97
	36525384	MISC. ITEMS AS NEEDED	\$261.04	10022100-54100	SUPPLIES	\$261.04
	36525334	MISC. ITEMS AS NEEDED	\$332.96	10022100-54100	SUPPLIES	\$332.96
	36523633	MISC. ITEMS AS NEEDED	\$30.66	10022831-54100	SUPPLIES	\$30.66
	36523919	MISC. ITEMS AS NEEDED	\$13.46	20324100-54100	SUPPLIES	\$13.46
	36535865	MISC. ITEMS AS NEEDED	\$27.25	20324100-54100	SUPPLIES	\$27.25
	36523311	MISC. ITEMS AS NEEDED	(\$153.56)	20822500-54100	SUPPLIES	(\$153.56)
	36523508	MISC. ITEMS AS NEEDED	\$55.46	20822500-54100	SUPPLIES	\$55.46
	36537842	MISC. ITEMS AS NEEDED	\$781.32	20824300-54100	SUPPLIES	\$781.32
	36537078	MISC. ITEMS AS NEEDED	\$55.60	31422860-54100	SUPPLIES	\$55.60
	36528616	MISC. ITEMS AS NEEDED	\$16.43	73022600-54100	SUPPLIES	\$16.43
	36538359	MISC. ITEMS AS NEEDED	\$93.81	73022600-54100	SUPPLIES	\$93.81
	36523221	MISC. ITEMS AS NEEDED	\$8.58	80026110-54100	SUPPLIES	\$8.58
	36522782	MISC. ITEMS AS NEEDED	\$21.76	80026110-54100	SUPPLIES	\$21.76
	36538278	MISC. ITEMS AS NEEDED	\$44.05	80026110-54100	SUPPLIES	\$44.05
	36530150	MISC. ITEMS AS NEEDED	\$64.98	80026110-54100	SUPPLIES	\$64.98
	36535841	MISC. ITEMS AS NEEDED	\$80.03	80026110-54100	SUPPLIES	\$80.03
	36539351	MISC. ITEMS AS NEEDED	\$138.79	80026110-54100	SUPPLIES	\$138.79
	36535804	MISC. ITEMS AS NEEDED	\$200.52	80026110-54100	SUPPLIES	\$200.52
	36524304	MISC. ITEMS AS NEEDED	\$221.97	80026110-54100	SUPPLIES	\$221.97
	36539100	MISC. ITEMS AS NEEDED	(\$13.86)	80026120-54100	SUPPLIES	(\$13.86)

List of Checks Presented for Approval on 12/21/20 553

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	36517869	MISC. ITEMS AS NEEDED	\$15.48	80026120-54100	SUPPLIES	\$15.48
	36538293	MISC. ITEMS AS NEEDED	\$30.96	80026120-54100	SUPPLIES	\$30.96
	36538340	MISC. ITEMS AS NEEDED	\$48.56	80026120-54100	SUPPLIES	\$48.56
	36523058	MISC. ITEMS AS NEEDED	\$52.72	80026200-54100	SUPPLIES	\$52.72
	36536367	MISC. ITEMS AS NEEDED	\$19.39	80026210-54100	SUPPLIES	\$19.39
	36538092	MISC. ITEMS AS NEEDED	\$43.84	80026400-54100	SUPPLIES	\$43.84
	36523455	MISC. ITEMS AS NEEDED	\$36.96	82027111-54100	SUPPLIES	\$36.96
	36536210	MISC. ITEMS AS NEEDED	\$37.69	82027111-54100	SUPPLIES	\$37.69
	36518181	MISC. ITEMS AS NEEDED	\$99.12	82027111-54100	SUPPLIES	\$99.12
	36537913	MISC. ITEMS AS NEEDED	\$217.91	82027111-54100	SUPPLIES	\$217.91
	36536952	MISC. ITEMS AS NEEDED	\$258.28	82027111-54100	SUPPLIES	\$258.28
	36537252	MISC. ITEMS AS NEEDED	\$16.17	82027114-54100	SUPPLIES	\$16.17
	36516219	MISC. ITEMS AS NEEDED	\$45.67	82027114-54100	SUPPLIES	\$45.67
	36535793	MISC. ITEMS AS NEEDED	\$109.69	82027114-54100	SUPPLIES	\$109.69
	36531812	MISC. ITEMS AS NEEDED	\$377.96	82027114-54100	SUPPLIES	\$377.96
	36523429	MISC. ITEMS AS NEEDED	\$88.12	84027225-54100	SUPPLIES	\$88.12
					Vendor Total:	\$9,604.72
G P M INC.	11678	PEERLESS Q-US-1851-22 3X4-8GMT	\$20,955.72	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$20,955.72
						Vendor Total: \$20,955.72
GARTON TRACTOR INC	CU40872	REFUND/HD CAP RETURN	(\$8.45)	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	(\$8.45)
	CU40887	REFUND PIPE COVER RETURN	(\$5.64)	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	(\$5.64)
	CU40873	PIPE COVER	\$5.64	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$5.64

List of Checks Presented for Approval on 12/21/2013

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
GARTON TRACTOR INC	CU40870	HD EX CAP	\$8.45	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$8.45
	CU40562	ANTIFREEZE, KEY STARTER	\$51.86	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$51.86
	CU40747	FILTER AND ELEMENT	\$166.77	84027225-56130	EXTERNAL SERVICES	\$166.77
					Vendor Total:	\$218.63
GCS ENVIRONMENTAL EQUIP SRVS	18622	DIRT DEFLECTOR, CURTAIN SET-STD	\$788.69	10024620-56130	EXTERNAL SERVICES	\$788.69
					Vendor Total:	\$788.69
GEARY, SHEA, O'DONNELL, GRATTAN, & MITCHELL	45276	TRIAL COUNSEL IN UVSD VS. COU	\$8,672.83	84427222-52150	LEGAL SERVICES/EXPENSES	\$8,672.83
					Vendor Total:	\$8,672.83
GENERAL PACIFIC INC	1320144	WRAPLOCK TIE, F-NECK	\$447.48	80000000-12104	INVENTORY - PURCHASES	\$447.48
	1320806	ELECTRICAL EQUIPMENT AND SUPPLIES	\$586.84	80000000-12104	INVENTORY - PURCHASES	\$586.84
					Vendor Total:	\$1,034.32
GHD INC	109337	RAIL TRAIL PHASE 3	\$2,300.00	51124210-80230	INFRASTRUCTURE	\$2,300.00
					Vendor Total:	\$2,300.00
GHILOTTI CONSTRUCTION COMPANY INC	5794*09	RECYCLED WATER PROJECT	\$1,387,265.87	83027330-80230	INFRASTRUCTURE	\$367,051.67
				83027330-80230	INFRASTRUCTURE	\$1,020,214.20
					Vendor Total:	\$1,387,265.87
GRANITE CONSTRUCTION COMPANY	1515196	MISC. ROCK & ROAD PATCH MATERIAL	\$368.00	10024620-54121	PW - ASPHALT CONCRETE	\$368.00
	1515832	MISC. ROCK & ROAD PATCH MATERIALS	\$690.98	10024620-54120	PW - SPECIAL SUPPLIES	\$194.35
				82027114-54100	SUPPLIES	\$194.67
				84027221-54100	SUPPLIES	\$301.96
					Vendor Total:	\$1,058.98
GRAPPLERS INC	18329	GRAPPLER WITH METAL HANDLES	\$431.88	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$2.16)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.54)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$2.16)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$2.16)
				90000000-23013	STATE USE TAX LIABILITY	(\$31.31)

List of Checks Presented for Approval on 12/21/2018

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
GRAPPLERS INC	18329	GRAPPLER WITH METAL HANDLES	\$431.88	10022100-54100	SUPPLIES	\$38.33
				10022100-54100	SUPPLIES	\$431.88
					Vendor Total:	\$431.88
HERC RENTALS INC	30343787-001	RENTAL OR PURCHASE OF MISC. EQUIPMENT	\$123.96	10024620-56410	EQUIPMENT RENTAL - PRIVATE	\$123.96
					Vendor Total:	\$123.96
HUBER TECHNOLOGY INC	II10002824	WATER SUPPLY, GROUNDWATER, SEWER	\$5,631.86	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$5,631.86
					Vendor Total:	\$5,631.86
IAN BROESKE	TA 1/7-10/19	TRAVEL ADVANCE	\$762.68	10021210-57100	LEARNING AND DEVELOPMENT	\$381.34
				91521400-57100	LEARNING AND DEVELOPMENT	\$381.34
					Vendor Total:	\$762.68
IDEXX DISTRIBUTION INC	3039769175	STERILE WATER - 10 PACK	\$215.14	84027225-54100	SUPPLIES	\$215.14
					Vendor Total:	\$215.14
INDUSTRIAL LADDER & SCAFFOLDING INC	10964	HARDWARE AND RELATED ITEMS	\$4,224.86	80026120-54102	SMALL TOOLS	\$3,205.39
				80026220-54102	SMALL TOOLS	\$1,019.47
					Vendor Total:	\$4,224.86
INFOSEND INC	145777	UB PRINT & MAIL SERVICES	\$4,785.23	20513300-52100	CONTRACTED SERVICES	\$4,785.23
					Vendor Total:	\$4,785.23
INSTITUTE FOR ENVIRONMENTAL HEALTH INC	1820991	ANALYZE WATER SAMPLES	\$365.00	82027111-52100	CONTRACTED SERVICES	\$365.00
					Vendor Total:	\$365.00
INTEGRITY SHRED	88568	SHREDDING SERVICE	\$57.00	10020210-54100	SUPPLIES	\$28.50
				20620231-54100	SUPPLIES	\$28.50
	85823	SHREDDING SERVICES	\$28.50	10021210-54100	SUPPLIES	\$14.25
				91521400-54100	SUPPLIES	\$14.25
	86240	SHREDDING SERVICES	\$28.50	10021210-54100	SUPPLIES	\$14.25
				91521400-54100	SUPPLIES	\$14.25

List of Checks Presented for Approval on 12/21/2018 58 8

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
INTEGRITY SHRED	86735	SHREDDING SERVICES	\$28.50	10021210-54100	SUPPLIES	\$14.25
				91521400-54100	SUPPLIES	\$14.25
				Vendor Total:		\$142.50
INTERNATIONAL CODE COUNCIL	3214948	MEMBERSHIP- M KEIZER	\$135.00	10023320-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$135.00
				Vendor Total:		\$135.00
INTERWEST CONSULTING GROUP INC	45330	GIS SERVICES - ON-CALL AND AS NEEDED	\$577.50	20913900-52100	CONTRACTED SERVICES	\$577.50
				Vendor Total:		\$577.50
JACOBSZOOM AND ASSOCIATES INC	2343	HABITAT ASSESSMENT	\$825.00	10012200-52100	CONTRACTED SERVICES	\$825.00
				Vendor Total:		\$825.00
JASON CHAPMAN	TA 1/2-5/18	TRAVEL ADVANCE	\$527.85	10020210-57100	LEARNING AND DEVELOPMENT	\$527.85
				Vendor Total:		\$527.85
JB JORDAN & ASSOCIATES	NB000819	REMOVAL AND DISPOSAL OF EXISTING FLOOR	\$10,646.72	73022600-80230	INFRASTRUCTURE	\$10,646.72
	NB000854	REMOVAL AND DISPOSAL OF EXISTING	\$19,299.28	73022600-80230	INFRASTRUCTURE	\$19,299.28
			Vendor Total:		\$29,946.00	
KIMBALL MIDWEST	6800231	TOOLS & SUPPLIES AS NEEDED	\$844.24	82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$422.12
				84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$422.12
	6801677	TOOLS & SUPPLIES AS NEEDED	\$674.31	82027114-56120	EQUIPMENT MAINTENANCE & REPAIR	\$337.16
				84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$337.15
	6798552	TOOLS & SUPPLIES AS NEEDED	\$604.99	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$604.99
				Vendor Total:		\$2,123.54
KRISTIN MAUREEN GILMORE	181129	CATERING - ALL EMP BREAKFAST	\$3,020.50	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$14.00)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$14.00)
				73022600-54100	SUPPLIES	\$28.00

List of Checks Presented for Approval on 12/21/20 ⁶⁹3

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
KRISTIN MAUREEN GILMORE	181129	CATERING - ALL EMP BREAKFAST	\$3,020.50	73022600-54100	SUPPLIES	\$3,020.50
					Vendor Total:	\$3,020.50
KS STATEBANK	01-03-2019	2014 TYPE III FIRE ENGINE 6863	\$18,741.86	91721400-74500	CAPITAL LEASE PRINCIPAL	\$18,741.86
					Vendor Total:	\$18,741.86
LORY LIMBIRD	DV121818	REIMBURSEMENT-CORP YARD BBQ SUPPLIES	\$64.30	84027220-57100	LEARNING AND DEVELOPMENT	\$64.30
					Vendor Total:	\$64.30
MARK CLEMENTI PHD	12-04-18	PRE-EMPLOYMENT PSYCH EXAM	\$1,370.00	10020210-52100	CONTRACTED SERVICES	\$1,370.00
					Vendor Total:	\$1,370.00
MATHESON TRI-GAS INC	18788260	OXYGEN & MISC. SUPPLIES AS NEEDED	\$47.90	20822500-56210	FUEL & FLUIDS	\$47.90
					Vendor Total:	\$47.90
MATT KEIZER	DV120418	REIMBURSEMENT-P2 TESTING (PASS)	\$209.00	10023320-57100	LEARNING AND DEVELOPMENT	\$209.00
					Vendor Total:	\$209.00
MENDOCINO COUNTY ENVIRONMENTAL HEALTH	EH36064	HAZARDOUS MATERIALS PERMIT 2019	\$1,525.00	82027111-59101	FEES	\$345.00
				82027111-59101	FEES	\$1,180.00
					Vendor Total:	\$1,525.00
MENDOCINO COUNTY INFORMATION SERVICES DIVISION	201811-4	SLA/MAINTENANCE AGREEMENT FY 18/19	\$525.00	20620231-52100	CONTRACTED SERVICES	\$525.00
					Vendor Total:	\$525.00
MES - MUNICIPAL EMERGENCY SERVICES INC	IN1284216	TOOLS FOR NEW ENGINE	\$1,088.67	25321210-54102	SMALL TOOLS	\$544.33
				91621400-54102	SMALL TOOLS	\$544.34
					Vendor Total:	\$1,088.67
MUNI SERVICES LLC	INV06-003827	SALES TAX AUDIT REPORTING SERVICE	\$228.46	10013400-52100	CONTRACTED SERVICES	\$228.46
	INV06-004683	SALES TAX AUDIT REPORTING SERVICE	\$435.55	10013400-52100	CONTRACTED SERVICES	\$435.55
	INV06-003468	SALES TAX AUDIT REPORTING SERVICE	\$625.00	10013400-52100	CONTRACTED SERVICES	\$625.00

List of Checks Presented for Approval on 12/21/20

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MUNI SERVICES LLC	INV06-004571	SALES TAX AUDIT REPORTING SERVICE	\$625.00	10013400-52100	CONTRACTED SERVICES	\$625.00
					Vendor Total:	\$1,914.01
NANCY SKELLY	DV112818	INSTRUCTOR	\$216.00	10022850-52100	CONTRACTED SERVICES	\$216.00
	DV112718	INSTRUCTOR	\$648.00	10022850-52100	CONTRACTED SERVICES	\$648.00
					Vendor Total:	\$864.00
NATHANIEL HAYES	DV111918	INSTRUCTOR	\$559.00	10022850-52100	CONTRACTED SERVICES	\$559.00
					Vendor Total:	\$559.00
NUTRIEN AG SOLUTIONS INC	37862669	WEED SPRAYS & CHEMICALS AS NEE	\$1,080.58	84027225-56504	FACILITY MAINTENANCE & REPAIR	\$1,080.58
					Vendor Total:	\$1,080.58
OFFICE DEPOT	232414202001	DECANTER	\$12.51	10012500-54100	SUPPLIES	\$12.51
	231836343001	PHOTOFRAME	\$33.74	10012500-54100	SUPPLIES	\$33.74
	232413989001	TAPE, USB	\$53.68	10012500-54100	SUPPLIES	\$53.68
	237740912001	PADS	\$10.01	10020210-54100	SUPPLIES	\$10.01
	228317340001	FILES	\$10.88	10020210-54100	SUPPLIES	\$10.88
	232359897001	VERBATIM CD-R SPINDLE	\$13.41	10020210-54100	SUPPLIES	\$13.41
	238185708001	BOXES	\$25.92	10020210-54100	SUPPLIES	\$25.92
	235006650001	PLANNER	\$29.39	10020210-54100	SUPPLIES	\$29.39
	228317339001	CAPS	\$30.47	10020210-54100	SUPPLIES	\$30.47
	238187223001	USB	\$31.16	10020210-54100	SUPPLIES	\$31.16
	232359898001	BINDER	\$37.77	10020210-54100	SUPPLIES	\$37.77
	226427642001	RUBBER BANDS, DUSTER, CLEANING WIPS	\$38.67	10020210-54100	SUPPLIES	\$38.67
	237741797001	ENVELOPES, TAPE, PENS	\$44.38	10020210-54100	SUPPLIES	\$44.38
	228288772001	PADS, TAPE, HIGHLIGHTERS	\$44.45	10020210-54100	SUPPLIES	\$44.45
	228597473001	CARTRIDGE	\$108.86	10020210-54100	SUPPLIES	\$108.86
	232344243001	CARTRIDGE, DVD-R	\$173.08	10020210-54100	SUPPLIES	\$173.08
	235006371001	CALENDARS	\$471.83	10020210-54100	SUPPLIES	\$471.83
	235630193001	PENS	\$29.34	10022810-54100	SUPPLIES	\$29.34

List of Checks Presented for Approval on 12/21/2018

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
OFFICE DEPOT	228631774001	WALL CALENDAR	\$74.43	10023100-54100	SUPPLIES	\$74.43
	228632331002	CALENDAR	\$13.32	10023320-54100	SUPPLIES	\$13.32
	228728607001	WALL CALENDAR	\$17.63	10023320-54100	SUPPLIES	\$17.63
	228632331001	WALL CALENDAR, DESKPAD	\$47.99	10023320-54100	SUPPLIES	\$47.99
	239032838001	TONER, FILE FOLDERS	\$341.92	20413500-54100	SUPPLIES	\$341.92
	232606791001	DOMTAR COPY PAPER, 20LB, 92 BR	\$1,294.52	20413500-54100	SUPPLIES	\$1,294.52
	239864058001	FOLDERS	\$62.92	60617454-54100	SUPPLIES	\$62.92
	231611163001	TONER	\$692.38	80026400-54100	SUPPLIES	\$692.38
Vendor Total:						\$3,744.66
OLIN CORPORATION	2608206	LIQUID SODIUM HYPOCHLORITE 12.	\$4,340.50	84027225-58202	CHEMICALS	\$4,340.50
	Vendor Total:					\$4,340.50
ONE TIME PAY VENDOR	4146	PERMIT CANCELLED BY CONTRACTOR	\$77.46	10023300-42220	ELECTRICAL PERMITS	\$63.49
				90000000-23234	GENERAL PLAN UPDATE FEES	\$9.52
				10023300-42212	TECH & RECORDS SURCHARGE	\$1.91
				10023300-42211	TRAIN & CERTIFICATION SURCHRG	\$2.54
	Vendor Total:					\$77.46
ONESOURCE DISTRIBUTORS LLC	S5877059.004	SCREW SET, COVER	\$389.34	80000000-12104	INVENTORY - PURCHASES	\$389.34
	S6006088.001	INSULATED SERVICE, FIBERGLASS	\$401.37	80000000-12104	INVENTORY - PURCHASES	\$401.37
	S5979120.004	ELECTRICAL EQUIPMENT AND SUPPL	\$804.04	80000000-12104	INVENTORY - PURCHASES	\$804.04
	S5979120.003	ELECTRICAL EQUIPMENT AND SUPPL	\$856.19	80000000-12104	INVENTORY - PURCHASES	\$856.19
	S5930346.008	ELECTRICAL EQUIPMENT AND SUPPL	\$936.37	80000000-12104	INVENTORY - PURCHASES	\$936.37
	S6010492.001	ELECTRICAL EQUIPMENT AND SUPPL	\$873.61	80026110-54100	SUPPLIES	\$873.61
	s5979202.001	LOCKING METER RINGS	\$997.30	80026200-54100	SUPPLIES	\$997.30
Vendor Total:						\$5,258.22

List of Checks Presented for Approval on 12/21/2020 62 8

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
OPPERMAN & SON INC	01P15528	FILTER	\$22.19	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$22.19
	01P15529	FILTER	\$22.19	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$22.19
	01P14962	AIR HORN	\$168.18	10021210-56130	EXTERNAL SERVICES	\$168.18
	01P15931	FILTER, FUEL CARTRIDGE	\$100.70	10024620-56130	EXTERNAL SERVICES	\$100.70
	01P15775	FILTER	\$28.67	20822500-56130	EXTERNAL SERVICES	\$28.67
	01P15771	COVER ASSEMBLY	\$404.44	80026400-56130	EXTERNAL SERVICES	\$404.44
	01P15706	AIR GOVERNOR	\$19.32	82027114-56130	EXTERNAL SERVICES	\$19.32
	01P15998	HORN	\$235.56	91521400-56130	EXTERNAL SERVICES	\$235.56
	01P16185.02	HEADLAMP	\$666.22	91521400-56130	EXTERNAL SERVICES	\$666.22
Vendor Total: -----						\$1,667.47
PACE SUPPLY CORPORATION	CM024988992	LIQUID FILLED	(\$1.38)	82027111-56300	BUILDING MAINT. & REPAIR	(\$1.38)
	024938470-1	ADAPTER, VALVES	\$58.47	82027111-56300	BUILDING MAINT. & REPAIR	\$58.47
	024986810	ADAPTER, WATTS,	\$58.29	82027111-56300	BUILDING MAINT. & REPAIR	\$58.29
	024987776	SWIVEL FISHER	\$59.31	82027111-56300	BUILDING MAINT. & REPAIR	\$59.31
	024986810-1	WATTS	\$283.09	82027111-56300	BUILDING MAINT. & REPAIR	\$283.09
	024983990	SOC REDUCER TEE	\$12.91	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$12.91
	024984300	GASKET, NIPPLES	\$14.30	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$14.30
	024984300-1	GASKET, HENNY PENNY NIPPLE	\$72.06	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$72.06
	024985829	LID CONCRETE	\$171.26	84027221-54100	SUPPLIES	\$171.26
Vendor Total: -----						\$728.31
PETERSON CAT	PC270045892	SENSOR	\$169.28	84027225-56130	EXTERNAL SERVICES	\$0.40
				84027225-56130	EXTERNAL SERVICES	\$169.28
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.40)
	PC270045886	SENSOR	\$172.91	84027225-56130	EXTERNAL SERVICES	\$0.40
				84027225-56130	EXTERNAL SERVICES	\$172.91
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.40)
Vendor Total: -----						\$342.19

List of Checks Presented for Approval on 12/21/2023

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail			
PETERSON TRUCKS INC	204180P	GASKET	\$37.20	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.18)	
				10021210-56130	EXTERNAL SERVICES	\$0.27	
				10021210-56130	EXTERNAL SERVICES	\$37.20	
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.09)	
	204098P	WINDSHIELD WASHER, BLADE	\$48.14	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.23)	
				20324100-56112	EQUIPMENT PARTS FOR RESALE	\$0.35	
				20324100-56112	EQUIPMENT PARTS FOR RESALE	\$48.14	
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.12)	
	204046P	BLADES	\$62.74	80026400-56130	EXTERNAL SERVICES	\$31.37	
				20324100-54100	SUPPLIES	\$31.37	
	157803P	PUMP ASSEMBLY	\$808.52	91521400-56130	EXTERNAL SERVICES	\$808.52	
						Vendor Total:	\$956.60
	PG&E CO	1522-8 NOV 18	PACIFIC GAS & ELECTRIC	\$26.79	10021210-55210	UTILITIES	\$13.39
					91521400-55210	UTILITIES	\$13.40
6833-2 NOV 18		PACIFIC GAS & ELECTRIC	\$529.60	10021210-55210	UTILITIES	\$264.80	
				91521400-55210	UTILITIES	\$264.80	
6124-2 NOV 18		PACIFIC GAS & ELECTRIC	\$971.45	10021210-55210	UTILITIES	\$485.72	
				91521400-55210	UTILITIES	\$485.73	
0853-6 NOV 18		PACIFIC GAS & ELECTRIC	\$2,802.47	31122000-55210	UTILITIES	\$2,802.47	
				Vendor Total:			\$4,330.31
PUBLIC SERVICE DEPARTMENT		CITY OCT 18	CITY UTILITIES	\$74,816.24	80626450-52133	MONTHLY DISCOUNT PROGRAM	\$132.10
					10012200-55210	UTILITIES	\$266.16
	10022100-55210				UTILITIES	\$7,663.13	
	10022300-55210				UTILITIES	\$2,248.02	
	10024214-55210				UTILITIES	\$698.41	
	10024620-55210				UTILITIES	\$206.26	

List of Checks Presented for Approval on 12/21/2018 64

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PUBLIC SERVICE DEPARTMENT	CITY OCT 18	CITY UTILITIES	\$74,816.24	20620231-55210	UTILITIES	\$59.01
				20822500-55210	UTILITIES	\$5,845.05
				20824300-55210	UTILITIES	\$753.74
				64020213-55210	UTILITIES	\$494.38
				69122700-55210	UTILITIES	\$354.03
				73022600-55210	UTILITIES	\$1,523.89
				77725200-55210	UTILITIES	\$2,174.78
				80026400-55210	UTILITIES	\$1,207.83
				80526150-55210	UTILITIES	\$9,086.50
				82027111-55210	UTILITIES	\$16,139.70
				84027221-55210	UTILITIES	\$36.27
				84027225-55210	UTILITIES	\$25,926.98
Vendor Total: -----						\$74,816.24
RAINBOW AGRICULTURAL SERVICES	797286/1	COVER	\$76.20	10021210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$38.10
				91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$38.10
	14740/1	FIRE HOSE	\$424.58	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$424.58
	809060/1	HIGH VOLTAGE BASKET	\$608.30	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$608.30
	15040/1	MIX OIL	\$59.86	10022100-56210	FUEL & FLUIDS	\$59.86
	15009/1	MUCK BOOTS	\$34.56	10024620-54120	PW - SPECIAL SUPPLIES	\$34.56
	14742/1	DOG FOOD	\$105.58	10020210-54100	SUPPLIES	\$105.58
	15002/1	MUCK BOOT	\$119.75	10024620-54100	SUPPLIES	\$119.75
	15003/1	RAIN GEAR	\$119.75	10024620-54100	SUPPLIES	\$119.75
	14508/1	SWEATSHIRT	\$39.18	20513382-54100	SUPPLIES	\$39.18
	15375/1	MUCK BOOTS	\$119.75	80026110-54100	SUPPLIES	\$59.88
				80026120-54100	SUPPLIES	\$59.87
	15395/1	MUCK BOOTS	\$119.75	82027111-54100	SUPPLIES	\$119.75
	118731/1	RAIN CLOTHING	\$170.10	82027111-54100	SUPPLIES	\$170.10
	Vendor Total: -----					

List of Checks Presented for Approval on 12/21/20 65 8

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
RAY A MORGAN COMPANY	2324107	COPIER LEASE & SERVICE	\$48.14	10021210-54100	SUPPLIES	\$24.07
				91521400-54100	SUPPLIES	\$24.07
				Vendor Total: -----		\$48.14
REDWOOD COAST FUELS	1993864	CARDLOCK FUEL PURCHASES	\$6,673.53	10023320-56120	EQUIPMENT MAINTENANCE & REPAIR	\$66.65
				10020210-56210	FUEL & FLUIDS	\$21.01
				10020210-56210	FUEL & FLUIDS	\$96.30
				10020210-56210	FUEL & FLUIDS	\$2,296.49
				10020224-56210	FUEL & FLUIDS	\$166.08
				10022100-56210	FUEL & FLUIDS	\$559.58
				10022810-56210	FUEL & FLUIDS	\$85.46
				10024210-56210	FUEL & FLUIDS	\$17.79
				10024620-56210	FUEL & FLUIDS	\$1,179.34
				20324100-56210	FUEL & FLUIDS	\$57.30
				20513382-56210	FUEL & FLUIDS	\$22.93
				20822500-56210	FUEL & FLUIDS	\$15.05
				80026400-56210	FUEL & FLUIDS	\$1,088.51
				82027111-56210	FUEL & FLUIDS	\$276.52
				82027114-56210	FUEL & FLUIDS	\$17.79
				82027114-56210	FUEL & FLUIDS	\$134.54
				82027114-56210	FUEL & FLUIDS	\$207.51
				84027221-56210	FUEL & FLUIDS	\$17.79
				84027221-56210	FUEL & FLUIDS	\$114.60
				84027221-56210	FUEL & FLUIDS	\$176.77
				84027225-56210	FUEL & FLUIDS	\$55.52
	1099001	CARDLOCK FUEL PURCHASES	\$492.59	20324100-56210	FUEL & FLUIDS	\$492.59
Vendor Total: -----						\$7,166.12

List of Checks Presented for Approval on 12/21/2006 8

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
REDWOOD EMPIRE COUNCIL BOY SCOUTS OF AMERICA	2019 POST 2150	2018 EXPLORER RENEWAL	\$238.00	10021210-52181	VOLUNTEER EXPENSES	\$119.00
				91521400-52181	VOLUNTEER EXPENSES	\$119.00
				Vendor Total:		\$238.00
REDWOOD FORD	CM130919	CORE RETURN	(\$10.79)	20324100-56112	EQUIPMENT PARTS FOR RESALE	(\$10.79)
	130679	FILTER	\$83.36	10020210-56130	EXTERNAL SERVICES	\$83.36
	130785	SWITCH ASSEMBLY	\$196.22	10020210-56130	EXTERNAL SERVICES	\$196.22
	130919	STARTER MOTOR	\$225.09	10021210-56130	EXTERNAL SERVICES	\$225.09
	130884	FILTER	\$46.26	10022100-56130	EXTERNAL SERVICES	\$46.26
	CM130646	CORE RETURN	(\$16.34)	10024210-56130	EXTERNAL SERVICES	(\$16.34)
	130646	MOTOR CORE	\$206.71	10024210-56130	EXTERNAL SERVICES	\$206.71
	130777	SWITCH ASSEMBLY	\$40.07	10024620-56130	EXTERNAL SERVICES	\$40.07
	129434	HOSE	\$22.59	80026400-56130	EXTERNAL SERVICES	\$22.59
	130887	TUBE, PLUNGER, CLAMP, SCREWS	\$111.97	80026400-56130	EXTERNAL SERVICES	\$111.97
	130882	ELEMENT KIT	\$114.67	80026400-56130	EXTERNAL SERVICES	\$114.67
	130913	ELEMENT ASSEMBLY	\$18.95	82027111-56130	EXTERNAL SERVICES	\$18.95
	130909	ROTOR ASSEMBLY	\$783.40	82027111-56130	EXTERNAL SERVICES	\$783.40
	130841	CAP ASSEMBLY	\$30.74	20324100-58510	REIMBURSABLE JOBS	\$30.74
	130805	WIRE ASSEMBLY	\$54.12	20324100-58510	REIMBURSABLE JOBS	\$54.12
	130688	FILTER, ELEMENT ASSEMBLY	\$83.91	20324100-58510	REIMBURSABLE JOBS	\$83.91
	130839	ELEMENT KIT	\$101.85	20324100-58510	REIMBURSABLE JOBS	\$101.85
	130674	RADIATOR ASSEMBLY	\$491.84	20324100-58510	REIMBURSABLE JOBS	\$491.84
	130695	ROTOR ASSEMBLY, BRAKE KIT	\$627.97	20324100-58510	REIMBURSABLE JOBS	\$627.97
Vendor Total:						\$3,212.59
REDWOOD TREE SERVICE STATIONS INC	NOV 18	CAR WASHES & INTERIOR CLEANING	\$169.00	10020210-56130	EXTERNAL SERVICES	\$132.00
				10024210-56130	EXTERNAL SERVICES	\$9.00

List of Checks Presented for Approval on 12/21/20 ⁶⁷ 8

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
REDWOOD TREE SERVICE STATIONS INC	NOV 18	CAR WASHES & INTERIOR CLEANING	\$169.00	20822500-56130	EXTERNAL SERVICES	\$28.00
					Vendor Total:	\$169.00
RESPECTECH	DEC 18	CAL CARD PURCHASES	\$1,857.55	10021210-56300	BUILDING MAINT. & REPAIR	\$92.76
				91521400-56300	BUILDING MAINT. & REPAIR	\$92.76
				10021210-52100	CONTRACTED SERVICES	\$16.75
				91521400-52100	CONTRACTED SERVICES	\$16.75
				10021210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$91.17
				91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$91.17
				10021210-54100	SUPPLIES	\$399.61
				91521400-54100	SUPPLIES	\$399.62
				91521400-54100	SUPPLIES	\$656.96
					Vendor Total:	\$1,857.55
REXEL USA INC	U029484	BULBS	\$80.79	73022600-56300	BUILDING MAINT. & REPAIR	\$0.38
				73022600-56300	BUILDING MAINT. & REPAIR	\$80.79
				90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.38)
	U036588	TAMPER	\$54.99	82027111-56300	BUILDING MAINT. & REPAIR	\$0.26
				82027111-56300	BUILDING MAINT. & REPAIR	\$54.99
				90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.26)
					Vendor Total:	\$135.78
RICHARD SEANOR	TR 12/12/18	TRAVEL REIMBURSEMENT	\$15.00	10024224-57100	LEARNING AND DEVELOPMENT	\$15.00
	TR 12/11/18	TRAVEL REIMBURSEMENT	\$70.59	10024224-57100	LEARNING AND DEVELOPMENT	\$70.59
					Vendor Total:	\$85.59
RICHARD THORNTON	0000009979	TELEPHONE PRODUCTS & SERVICES	\$1,383.31	10013400-52100	CONTRACTED SERVICES	\$1,383.31
					Vendor Total:	\$1,383.31
RINO PACIFIC	CL25434	FUEL CARD CHARGES AS NEEDED	\$1,146.92	10021210-56210	FUEL & FLUIDS	\$573.46
				91521400-56210	FUEL & FLUIDS	\$573.46

List of Checks Presented for Approval on 12/21/20

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
RINO PACIFIC	CL25277	FUEL CARD CHARGES AS NEEDED	\$319.22	82027114-56210	FUEL & FLUIDS	\$172.38
				84027221-56210	FUEL & FLUIDS	\$146.84
					Vendor Total:	\$1,466.14
ROCKWELL SOLUTIONS INC	1981	#11.000012 Pump Lube Kit	\$5,047.80	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$5,047.80
					Vendor Total:	\$5,047.80
SAFEWAY SIGN CO	14209	24"X6" COVERED BLANK, ALUMINUM	\$1,298.53	10024620-54127	PW - SIGN POSTS/SHEETING	\$1,298.53
					Vendor Total:	\$1,298.53
SANTA ROSA UNIFORM & CAREER APPAREL INC	141336	UNIFORM SUPPLIES	\$141.05	10020210-54100	SUPPLIES	\$141.05
	141323	UNIFORM SUPPLIES	\$689.77	10020210-54100	SUPPLIES	\$689.77
					Vendor Total:	\$830.82
SEL ENGINEERING SERVICES INC	26951	SUBSTATION 12KV BUS & FEEDER R	\$3,420.00	80026210-52100	CONTRACTED SERVICES	\$3,420.00
					Vendor Total:	\$3,420.00
SNAP-ON INDUSTRIAL	ARV/38143774	#EESP328U14IN - 18.4 MODIS ULT	\$429.98	20324100-56120	EQUIPMENT MAINTENANCE & REPAIR	\$429.98
	ARV/38203149	#EESP328U14IN - 18.4 MODIS ULT	\$1,029.66	20324100-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,029.66
					Vendor Total:	\$1,459.64
STATE WATER RESOURCES CONTROL BOARD	DV121718	OIT CERTIFICATE APPLICATION	\$170.00	84027225-57100	LEARNING AND DEVELOPMENT	\$170.00
					Vendor Total:	\$170.00
STEVE MICHAEL BROWN	UKIAH RWP CM-004	MITIGATION & MONITORING PLAN F	\$2,360.00	83027330-80230	INFRASTRUCTURE	\$2,360.00
					Vendor Total:	\$2,360.00
SUBURBAN PROPANE	1426-138864	PROPANE	\$238.75	10021210-55210	UTILITIES	\$119.37
				91521400-55210	UTILITIES	\$119.38
					Vendor Total:	\$238.75
SUNSET PUBLISHING CORP	00010502	NOV 18 ADVERTISING	\$2,500.00	75012700-52515	ADVERTISING & PUBLICATION	\$2,500.00
					Vendor Total:	\$2,500.00

List of Checks Presented for Approval on 12/21/2008

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
SYAR INDUSTRIES INC	716126	ASPHALT AS NEEDED	\$1,956.77	10024620-54128	PW - COLD PATCH MATERIAL	\$489.20
				82027114-54100	SUPPLIES	\$489.20
				84027221-54100	SUPPLIES	\$978.37
				Vendor Total:		\$1,956.77
THE COFFEE CRITIC INC	13020	MISC. COFFEE SUPPLIES AS NEEDED	\$45.00	73022600-54100	SUPPLIES	\$45.00
				Vendor Total:		\$45.00
THE LYMAN GROUP, INC	8220190	PROPANE	\$39.88	20824300-56210	FUEL & FLUIDS	\$39.88
	5219231	PROPANE	\$16.16	84027225-56210	FUEL & FLUIDS	\$16.16
				Vendor Total:		\$56.04
THURSTON CHEVROLET TOYOTA SCION	212327	GASKET, ELEMENT ASSEMBLY	\$48.85	84027225-56130	EXTERNAL SERVICES	\$48.85
				Vendor Total:		\$48.85
TRAFFIC LOGIX CORPORATION	SIN02786	#SH-073003 SPEED HUMP 7X30X3 -	\$10,858.48	10024620-54121	PW - ASPHALT CONCRETE	\$10,858.48
				Vendor Total:		\$10,858.48
UKIAH AUTO PARTS	084955	ELECTRIC BATTERY	\$6.65	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$6.65
	083287	HEADLIGHT BULB	\$19.86	10020210-56130	EXTERNAL SERVICES	\$19.86
	083146	HOSE CLAMP	\$14.40	20822500-56130	EXTERNAL SERVICES	\$14.40
	083124	ANTIFREEZE	\$35.14	20822500-56130	EXTERNAL SERVICES	\$35.14
	083129	HOSE	\$103.32	20822500-56130	EXTERNAL SERVICES	\$103.32
	082107	AIR HOSE	\$120.42	20824300-56130	EXTERNAL SERVICES	\$120.42
	082445	SOCKET	\$16.85	80026400-56130	EXTERNAL SERVICES	\$16.85
	082447	SOCKET	\$16.85	80026400-56130	EXTERNAL SERVICES	\$16.85
	083310	RADIATOR HOSE	\$16.83	20324100-58510	REIMBURSABLE JOBS	\$16.83
	083954	HOOD LIFT	\$47.88	20324100-58510	REIMBURSABLE JOBS	\$47.88
	085085	TAPER TAP	\$3.58	20324100-54102	SMALL TOOLS	\$3.58
	081660	DRAIN PAN	\$3.49	25321210-54102	SMALL TOOLS	\$1.75
				91621400-54102	SMALL TOOLS	\$1.74
	083752	SCREWDRIVER	\$19.59	84027225-54102	SMALL TOOLS	\$19.59
	081423	LIFT SUPPORT	\$55.07	20324100-54100	SUPPLIES	\$55.07

List of Checks Presented for Approval on 12/21/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
UKIAH AUTO PARTS	085075	RAIN CLEANER	\$4.34	82027111-54100	SUPPLIES	\$4.34
Vendor Total:						\$484.27
UKIAH WASTE SOLUTIONS INC	389044	BIOSOLID REMOVAL	\$6,284.50	84027225-52100	CONTRACTED SERVICES	\$6,284.50
	110118.1	FINANCE CHARGE	\$4.22	80026110-54100	SUPPLIES	\$4.22
Vendor Total:						\$6,288.72
UNITED SITE SERVICES	114-7720239	PORTABLE TOILET RENTAL	\$136.37	80026220-52100	CONTRACTED SERVICES	\$136.37
Vendor Total:						\$136.37
US BANK EQUIPMENT FINANCE	372741231	COPIER LEASE	\$287.68	10021210-54500	EQUIP RENTS AND LEASES	\$143.84
				91521400-54500	EQUIP RENTS AND LEASES	\$143.84
Vendor Total:						\$287.68
US CELLULAR	0282594963	CELL PHONES	\$283.78	80026400-55100	TELEPHONE	\$19.40
				80026400-55100	TELEPHONE	\$100.19
				82027110-55100	TELEPHONE	\$13.33
				82027111-55100	TELEPHONE	\$29.37
				82027111-55100	TELEPHONE	\$88.76
				84027221-55100	TELEPHONE	\$13.33
				84027225-55100	TELEPHONE	\$19.40
Vendor Total:						\$283.78
US POST OFFICE	DV112618	2018 FALL REC GUIDE POSTAGE	\$2,650.00	10022850-54100	SUPPLIES	\$2,650.00
Vendor Total:						\$2,650.00
USA BLUEBOOK	761941	DRUM PUMP KIT	\$556.13	82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$556.13
	761944	DRUM PUMP KIT	\$556.13	82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$556.13
	761938	COTTON SWAB APPLICATOR, BRUSHES	\$819.35	82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$819.35
	751501	POLY-LIFT	\$482.55	84027221-54100	SUPPLIES	\$482.55
Vendor Total:						\$2,414.16
VERIZON WIRELESS	9819798975	UVFA CELLULAR PHONES	\$266.07	10021210-55100	TELEPHONE	\$133.04
				91521400-55100	TELEPHONE	\$133.03
Vendor Total:						\$266.07

List of Checks Presented for Approval on 12/21/20⁷¹ 8

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
VIVAX-METROTECH	SOI0007114	ANTENNA ASSEMBLY	\$612.36	80026110-54102	SMALL TOOLS	\$612.36
					Vendor Total:	\$612.36
VWR INTERNATIONAL INC	8084574132	TUBING ROLL, HOTPLATE	\$300.29	84027225-54100	SUPPLIES	\$300.29
					Vendor Total:	\$300.29
WESCO DISTRIBUTION INC	974528	ELECTRICAL EQUIPMENT AND SUPPL	\$1,073.68	80000000-12104	INVENTORY - PURCHASES	\$1,073.68
					Vendor Total:	\$1,073.68
WEST ENTERPRISE CENTER	1523	MICROENTERPRISE TECHNICAL ASSI	\$545.00	61123410-52100	CONTRACTED SERVICES	\$545.00
	1526	MICROENTERPRISE TECHNICAL ASSI	\$6,597.50	61123410-52100	CONTRACTED SERVICES	\$6,597.50
					Vendor Total:	\$7,142.50
WORLD OIL ENVIRONMENTAL SERVICES	I500-00392535	DISPOSAL OF MISC. PRODUCTS AS	\$148.35	20324100-52100	CONTRACTED SERVICES	\$148.35
					Vendor Total:	\$148.35
YOKAYO ELEMENTARY PTA	DV121718	YOKAYO PTO SKATE NIGHT	\$58.00	31400000-48110	MISCELLANEOUS RECEIPTS	\$58.00
					Vendor Total:	\$58.00
ZACHARY CHERNEY	TR 10/27-11/10/18	TRAVEL REIMBURSEMENT	\$4,621.57	80026110-57100	LEARNING AND DEVELOPMENT	\$2,310.78
				80026120-57100	LEARNING AND DEVELOPMENT	\$2,310.79
					Vendor Total:	\$4,621.57
					INVOICE TOTAL:	\$2,039,141.50

List of Checks Presented for Approval on 12/28/2018⁷²

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

 1-15-19  
Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BUSINESS CARD	SF-D 24211	ADVERTISING	\$388.59	10018000-52510	ADVERTISING & PROMOTION	\$388.59
	129541086	RENEWAL PAYMENT	\$29.00	75012700-52515	ADVERTISING & PUBLICATION	\$29.00
	100268012	#202EBE201 REPLACEMENT OIL COO	\$1,714.01	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,714.01
	488355	CREDIT FOR CHECK STRAPS	(\$25.00)	10020210-56130	EXTERNAL SERVICES	(\$25.00)
	12892	AIRFARE- S.NULHEREN	\$246.39	10010000-57100	LEARNING AND DEVELOPMENT	\$246.39
	2305	TRAVEL- S. MAUREEN	\$414.00	10010000-57100	LEARNING AND DEVELOPMENT	\$414.00
	663822	MILEAGE PROGRAM- K. LAWLER	\$113.20	10012500-57100	LEARNING AND DEVELOPMENT	\$113.20
	04A	TRAVEL- K.LAWLER	\$213.20	10012500-57100	LEARNING AND DEVELOPMENT	\$213.20
	198271	MSMT RETREAT LUNCH	\$120.52	10013400-57100	LEARNING AND DEVELOPMENT	\$120.52
	2000002247	CSMFO ANNUAL CONFERENCE	\$420.00	10013400-57100	LEARNING AND DEVELOPMENT	\$420.00
	GH785F	TRAVEL - D. BUFFALO	\$464.60	10013400-57100	LEARNING AND DEVELOPMENT	\$464.60
	T9IRA5	TRAVEL- S.MANNION, E.RAMIREZ	\$800.80	10016100-57100	LEARNING AND DEVELOPMENT	\$800.80
	663823	MILEAGE PROGRAM- S.ABBA	\$113.20	10021210-57100	LEARNING AND DEVELOPMENT	\$56.60
				91521400-57100	LEARNING AND DEVELOPMENT	\$56.60
	04B	TRAVEL- S. ABBA	\$213.20	10021210-57100	LEARNING AND DEVELOPMENT	\$106.60
				91521400-57100	LEARNING AND DEVELOPMENT	\$106.60
	45730	CPRS REGISTRATION - COMMUNITY SERVICES	\$2,274.00	10022810-57100	LEARNING AND DEVELOPMENT	\$2,274.00
	332	LODGING REFUND	(\$114.00)	10023320-57100	LEARNING AND DEVELOPMENT	(\$114.00)
	TR 11/16-18/18	PARKING FEE - M. HORGER	\$25.50	20413500-57100	LEARNING AND DEVELOPMENT	\$25.50

List of Checks Presented for Approval on 12/28/2018

73

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BUSINESS CARD	E08007293J	ONLINE SERVICES	\$30.00	10013400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$30.00
	300000894	MUNICIPAL	\$110.00	10013400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$110.00
	00307	MEMBERSHIP- K. MASON	\$50.00	10020210-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$50.00
	EV41998	SPECIAL EVENT INSURANCE	\$1,843.00	90000000-23259	PARADE OF LIGHTS	\$1,843.00
	120556	USPS PRIORITY MAIL	\$7.45	10020210-54101	POSTAGE	\$7.45
	012384	USPS PRIORITY MAIL	\$9.85	10020210-54101	POSTAGE	\$9.85
	SAPI20	PRINT PAD	\$27.00	10020210-54201	PRISONER EXPENSE	\$27.00
	230132	FOLDING 2-BIKE TRUNK RACK	\$56.56	10020210-54201	PRISONER EXPENSE	\$56.56
	8053718	COLOR RIBBON & CLEANING KIT	\$108.75	10020210-54201	PRISONER EXPENSE	\$108.75
	11190125	HAND TOOLS (POWERED AND NON-PO	\$2,378.99	82027114-54102	SMALL TOOLS	\$1,189.49
				84027221-54102	SMALL TOOLS	\$1,189.50
	103025763	24' X 3" ALLEY BUMP W/ END CAP	\$1,418.57	90000000-23256	SPECIAL EVENTS TRUST	\$1,418.57
	68	COUNCIL MEETING	\$85.77	10013400-54100	SUPPLIES	\$85.77
	SF-D 22175	POLICE BBQ DAY SUPPLIES	\$80.40	10020214-54100	SUPPLIES	\$80.40
	120518	INTERNATIONAL TRANSACTION FEE	(\$0.75)	20413500-54100	SUPPLIES	(\$0.75)
	SF-D 22710	CHRISTMAS SUPPLIES	\$381.87	20824300-54100	SUPPLIES	\$381.87
	SF- D 20492	WATERPARK GUARD HIP PACK	\$214.40	31422860-54100	SUPPLIES	\$214.40
	712790	TISSUE, BEVERAGE BAGS	\$38.00	75012700-54100	SUPPLIES	\$38.00
	199108	UKIAH BOARD LUNCHEON	\$233.90	75012700-54100	SUPPLIES	\$233.90
	44214	TOROID FOR TESLA COIL	\$193.57	80026120-54100	SUPPLIES	\$193.57
	488355.1	GLASS CHAIRMAT	\$187.90	80026400-54100	SUPPLIES	\$187.90
	SF-D 22713	GLASS CHAIRMAT	\$619.56	80026400-54100	SUPPLIES	\$619.56
	SF-D 21979	TAXES FOR REPLACEMENT PHONE	\$30.96	80026400-55100	TELEPHONE	\$30.96
Vendor Total:						\$15,516.96
STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	DV122618	PERMIT RENEWAL FEES FOR MUSEUM	\$1,000.00	69122700-59101	FEES	\$1,000.00
Vendor Total:						\$1,000.00

List of Checks Presented for Approval on 12/28/2018

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
STRATEGIC INSIGHTS INC	18PLAN-IT202	LICENSE RENEWAL	\$700.00	10024210-59101	FEES	\$700.00
Vendor Total:						\$700.00
US BANK CORPORATE PAYMENT SERVICES	DEC 18	CAL CARD PURCHASES	\$1,857.55	10021210-56300	BUILDING MAINT. & REPAIR	\$92.76
				91521400-56300	BUILDING MAINT. & REPAIR	\$92.76
				10021210-52100	CONTRACTED SERVICES	\$16.75
				91521400-52100	CONTRACTED SERVICES	\$16.75
				10021210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$91.17
				91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$91.17
				10021210-54100	SUPPLIES	\$399.61
				91521400-54100	SUPPLIES	\$399.62
				91521400-54100	SUPPLIES	\$656.96
Vendor Total:						\$1,857.55
INVOICE TOTAL:						\$19,074.51



AGENDA SUMMARY REPORT

SUBJECT: City Council to Consider Authorizing the City Manager to Negotiate and Execute a Lease Agreement between the City of Ukiah and Rusty Bowl BMX, Inc.

DEPARTMENT: Community Services

PREPARED BY: Tami Bartolomei

ATTACHMENTS:

[Attachment #1 - BMX Lease](#)

Summary: Council will consider action to authorize the City Manager to negotiate and execute a lease agreement for the use of property located to the southeast of East Gobbi Street, within the Riverside Park site to the Rusty Bowl BMX, Inc.

Background: The City of Ukiah has leased a portion of the property within the Gobbi Street Riverside Park location to the Rusty Bowl BMX group for the amount of \$1.00 per year since April of 1984. The current five-year lease has expired and the group has requested a renewal for an additional five years.

Discussion: Continued use in this area of the park has been accounted for in the proposed Riverside Park plans and staff does not anticipate any conflict with future park development. The Rusty Bowl BMX group keeps the areas clean, usable and safe for those who participate or are there to watch the track activities.

RECOMMENDED ACTION: Authorize the City Manager to negotiate and execute a lease agreement between the City of Ukiah and Rusty Bowl BMX, Inc.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Lease Contract - COU No. 1314-142

COORDINATED WITH: N/A

Approved: _____

Sage Sangiacomo
Sage Sangiacomo, City Manager

The proposed lease (Attachments #1) continues all the terms and conditions of the current lease. Staff believes the continued use of the property for this purpose is beneficial to the public and recommends that the Council authorize the City Manager to negotiate and execute the renewal of the lease as proposed.

**DRAFT
LEASE AGREEMENT**

This Lease, made this _____ day of _____, 2019 (the "Effective Date"), by and between the City of Ukiah, State of California, acting by and through its City Council, hereinafter referred to as "Lessor" and the Rusty Bowl BMX, Inc. a corporation organized and existing under and in compliance with the laws of the State of California and its officers, hereinafter referred to as "Lessee." Collectively, Lessor and Lessee are referred to as "the Parties."

RECITALS:

1. Lessor has the authority contained in Government Code §§ 37380 and 37395 and does determine that the use of certain property owned by the Lessor is not required for its use at this time and is available for Lease, and

2. The use of said property by the Lessee would be and is beneficial for the citizens of the City of Ukiah.

AGREEMENT:

1. LEASE.

The Parties agree that on the terms and conditions hereinafter expressed, Lessor does hereby let to Lessee and Lessee does hereby hire from Lessor a portion of that certain parcel of property commonly referred to as "Riverside Park", located on City property to the Southeast of East Gobbi Street (Levaggi Lane), County of Mendocino and West of the Russian River, not already leased to the South Ukiah Little League or used for other park purposes. The "Leased Premises" is more specifically depicted and described on the attached "Exhibit A," which is incorporated herein. The lease includes the right to use for access the road constructed by the South Ukiah Little League, to provide access to other City owned property. Lessor retains its right to use said road at any time for its own purposes.

2. TERM.

The term of this Lease is for a period of five (5) years commencing on the effective date.

3. RENT.

As rent for the term hereby demised, Lessee agrees to pay to Lessor the sum of One Dollar (\$1.00) per year in full consideration hereof for the use of said property, said rent may be paid by Lessee to Lessor in advance for the full term.

3.1. Lessee specifically represents that it does not intend to make a profit on the use of the Leased Premises. All income derived from Lessee's use of the Leased Premises shall be used exclusively to sponsor or promote BMX bicycle racing on the Leased Premises or for improvements to the Leased Premises.

3.2. Lessee shall maintain regular books of account which it shall make available to Lessor upon demand for inspection or audit.

3.3. Lessee agrees to provide signage in a location on the Leased Premises clearly visible to the general public which identifies Lessor as a sponsor of the Rusty Bowl BMX, INC. The size of the sign is not prescribed; however, the materials used for the sign shall be durable and resistant to the elements. The City of Ukiah's logo must be included on the sign and the logo must be mounted in an area maximizing visibility and durability.

4. USE AND IMPROVEMENTS.

Lessee hereby agrees to construct or install on the Leased Premises without cost or expense to Lessor all permanent improvements which shall become part of said property and title to said improvements shall be vested in the Lessor upon termination of this Lease except as set forth herein.

4.1. Lessee shall use the Leased Premises exclusively as a non-motorized, bicycle race course and for organized races under the Lessee's sponsorship and supervision.

4.2. Improvements, excavations, removal of any trees, brush, grass or improvements and other modifications to the property shall be the sole responsibility of Lessee and shall be approved by Lessor prior to conducting work. However, Lessee understands that Lessor is not experienced in the safe design of bicycle race courses and relies upon Lessee's experience and expertise in designing a safe course under established standards. Lessee will make all reasonable efforts and take all reasonable precautions to design and construct a course that is safe and free from unreasonable hazards likely to cause injury to persons who use the course. Lessee shall conduct races in accordance with the highest standards for safety and shall require the use of appropriate safety equipment by all persons who use the track.

4.3. Lessee shall maintain a six-foot security type fence around the entire perimeter of the Leased Premises, or in an alternative location meeting the approval of Lessor. Access to the Leased Premises shall be exclusively through a securely locked gate or gates that shall be secured against unauthorized entry at all times that the Leased Premises is not used or supervised by responsible officers, employees or representatives of Lessee. Lessee shall obtain the prior written approval from Lessor for any alterations to the fence. Utilities as needed (water, electric, sewer) shall be constructed underground.

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

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

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

4.7. Lessee shall insure that no alcoholic beverages are possessed or consumed on the Leased Premises at any time. Lessee shall not use or permit the Leased Premises to be used except in full compliance with all rules, regulations, laws or ordinances of the City of Ukiah and the State of California. Lessee shall not permit use of the property for any reason after the hour of 10:00 p.m. Lessee shall not permit vehicles to park on the premises between the hours of 10 p.m. and 8 a.m. and shall properly post the premises in accordance with Vehicle Code requirements. In the event that Lessee would like to use the leased premises for special BMX events and/or activities which are outside of the designated lease hours, the Lessee shall secure written

approval from the Lessor.

4.8. Lessee shall be responsible for furnishing and paying for all utilities required at the leased premises, including, but not limited to, water, sewer, electricity, natural gas, and solid waste collection. Lessor assumes no responsibility or liability for utilities furnished to the leased premises and not properly maintained or paid for by Lessee.

5. ASSIGNMENT.

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

6. INDEMNIFICATION AND INSURANCE

6.1. Lessor shall not be liable for and is free from the cost of any damages for personal injury or property damage resulting from the use made by Lessee of the Leased Premises, any defective condition or any faulty construction thereof existing at the time of letting or arising thereafter and Lessee covenants and agrees to indemnify and save harmless said Lessor and its officers, agents and employees from and against any and all liability, loss, cost, or other obligation, including the fees of attorneys, consultants, experts, expert witnesses or investigators, on account of or arising out of any such injuries or losses however occurring.

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

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

- a. It maintains its status as a non-profit tax exempt organization;
- b. It's Board of Directors takes no action to designate any person providing services or work to the organization as its employee; and
- c. All persons performing services for the organization do so strictly as volunteers without receiving any compensation whatsoever.

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

7. TERMINATION.

7.1. This Lease or any renewal thereof, may be cancelled for any reason by either party on sixty (60) days written notice to the other party.

7.2. Lessor can cancel this Lease immediately for any breach of this lease by Lessee, including, but not limited to, failure to provide insurance, without any prior notice to Lessee.

8. ATTORNEY'S FEES.

The prevailing party shall recover from the losing party its reasonable costs and attorney's fees in any legal action to enforce any of the terms of this Lease.

9. TIME OF ESSENCE.

Time is of the essence of this agreement.

10. WAIVER.

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

11. NOTICES.

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

TO LESSEE:

Rusty Bowl BMX, Inc.

TO CITY:

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

12. PARAGRAPH HEADINGS.

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

13. PREVIOUS AGREEMENTS.

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

14. DUPLICATE ORIGINALS.

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

Entered on the Effective Date.

CITY OF UKIAH

ATTEST:

By: _____

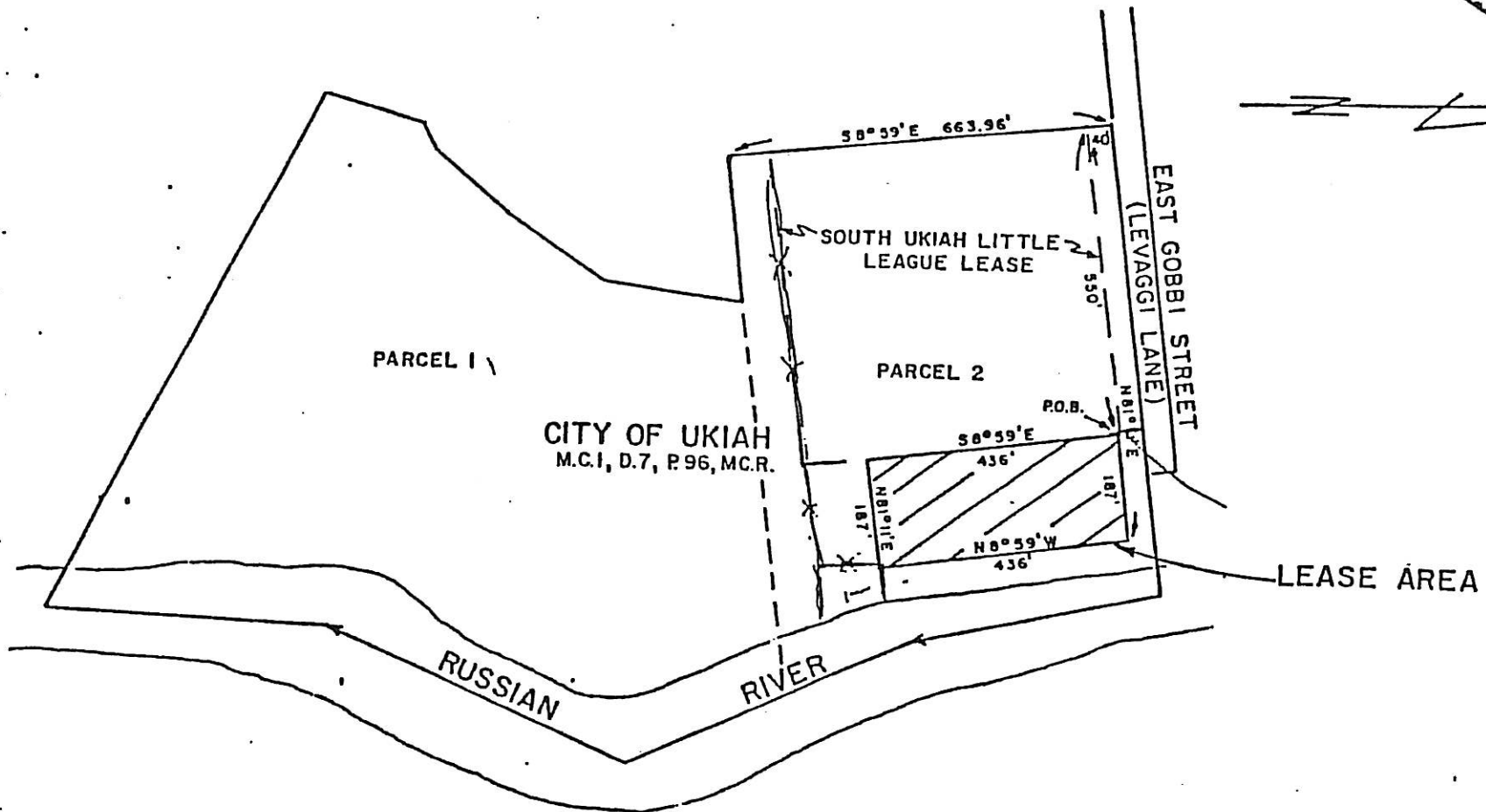
Sage Sangiacomo, City
Manager

City Clerk

RUSTY BOWL BMX, INC.

By: _____

It's: _____



CITY OF UKIAH

SCALE: 1" = 300'

DATE: MARCH, 1984

APPROVED BY:

Robert B. Redmonelli

DRAWN BY G.A.G.

REVISED

BMX CLUB OF UKIAH LEASE

EAST GOBBI STREET

DRAWING NUMBER

1 OF 1



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 2375 E. Camelback Rd, Suite 250 Phoenix AZ 85016		CONTACT NAME: Clorinda Thompson PHONE (A/C, No, Ext): 602-279-5800 FAX (A/C, No): E-MAIL ADDRESS: phx.certificates@usi.com	
INSURED American Bicycle Association dba: USA BMX P.O. Box 718 Chandler AZ 85244		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
AMERIBIC1		NAIC # 18058	

COVERAGES

CERTIFICATE NUMBER: 2704916

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			PHPK1783864	3/1/2018	3/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			PHPK1783864	3/1/2018	3/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			PHUB619392	3/1/2018	3/1/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder and any other entities listed below are listed as additional insured under the General Liability on a primary & Non Contributory Basis including waiver of subrogation with respect to the American Bicycle Association/USA BMX sanctioned events/competitions/practices and other operations conducted by American Bicycle Association/USA BMX track operators on behalf of the American Bicycle Association/USA BMX.

Re: Rusty Bowl BMX Track #897. Additional Insured: City of Ukiah, its officers, officials, employees and volunteers.

CERTIFICATE HOLDER

CANCELLATION

City of Ukiah 300 Seminary Avenue Ukiah CA 95482-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>William W. Platen</i>
---	---



AGENDA SUMMARY REPORT

SUBJECT: Notification of Purchase of Rectangular Rapid Flashing Beacon Signs and Poles from Statewide Traffic Safety and Signs in the Amount of \$24,729.93.

DEPARTMENT: Public Works

PREPARED BY: Jarod Thiele

ATTACHMENTS:

None

Summary: Council will Receive Notification of Purchase of Rectangular Rapid Flashing Beacon Signs and Poles from Statewide Traffic Safety and Signs in the Amount of \$24,729.93.

Background: As part the reconstruction of Luce, Observatory and Washington Avenues, the curb ramp at South State Street and Luce Avenue was reconstructed. During this project, it was observed that this intersection has an inordinately high number of pedestrian crossings. Staff worked with the Contractor and the Designer to design and construct a more pedestrian-friendly crossing. The crosswalk has functioned well as designed and is an improvement to what previously existed.

Discussion: Staff has continued to observe this intersection and its heavy foot traffic, and the City Engineer is now proposing an even more visible solution. Because of the success of the Rapid Flashing Beacon signs on North State Street at Garrett Drive, the same equipment has been purchased and will be installed on South State at Luce Avenue.

RECOMMENDED ACTION: Receive Notification of Purchase of Rectangular Rapid Flashing Beacon Signs and Poles from Statewide Traffic Safety and Signs in the Amount of \$24,729.93.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 10024620.80230, PC 18079 and 18081

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: PO No. 45501

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

Approved:


Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Notification of Purchase of a Cold Planer Loader Work Tool from Peterson CAT in the Amount of \$22,333.93 as Approved in the Fiscal Year 2018-2019 Capital Budget.

DEPARTMENT: Public Works

PREPARED BY: Jarod Thiele

ATTACHMENTS:

None

Summary: Council will receive notification of purchase of a Cold Planer Loader Work Tool from Peterson CAT in the amount of \$22,333.93 as approved in the Fiscal Year 2018-2019 Capital Budget

Background: The Street Department continues to maintain and improve pedestrian facilities in the Right of Way throughout the City. Though the majority of the sidewalks in the City are the responsibility of the adjacent property owners, City forces often temporarily maintain any known pedestrian hazards. The City is also in the process of utilizing as much thermoplastic pavement markings as possible in order to minimize man hours of repainting markings. This Cold Planer will be used to address pedestrian hazards and thermoplastic removal.

Discussion: During budget meetings with the City Council, Staff discussed the challenges of maintaining sidewalks and road makings. It was recommended by the Public Works Director to budget for a cold planer that is utilized to prepare surfaces for thermoplastic and level pedestrian facilities. It was included and approved by Council in the 2018-2019 Capital Improvement Program Budget.

RECOMMENDED ACTION: Receive Notification of Purchase of a Cold Planer Loader Work Tool from Peterson CAT in the Amount of \$22,333.93 as Approved in the Fiscal Year 2018-2019 Capital Budget

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$25,000- 10024620.80100.E1401

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: PO 45733

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

Approved:


Sage Sangiacomo, City Manager

Per the City's Purchasing Requirements, this report is being filed to provided the required notification of purchase of a Cold Planer Loader Work Tool from Peterson CAT in the amount of \$22,333.93 as approved in the Fiscal Year 2018-2019 Capital Budget.



AGENDA SUMMARY REPORT

SUBJECT: Request Authorization to Increase Contract Funding for Capital Improvement Projects Design and Engineering Services by \$300,000 to Utility Design Services, LLC for the Electric Utility System. (EUD)

DEPARTMENT: Electric Utility

PREPARED BY: Diann Lucchetti

ATTACHMENTS:

None

Summary: The City Council will receive a report requesting authorization to increase the existing contract with Utility Design Services, LLC for engineering design support with capital projects for the Electric Utility System.

Background: Utility Design Services has provided engineering and design services for the City of Ukiah Electric Department for many years and has thorough knowledge of the City's policies and design standards.

The Electric Utility continues to expand its Capital projects to improve the distribution system reliability and capability. These projects replace end of life equipment which includes underground conductor, transformers, primary connection points and system protection. The additional funding would provide design services for projects including Oak Manor Duct System, Gobbi Street Undergrounding, Bush and Empire circuit redesign, 4160 to 12kV Conversion-Fairgrounds, overhead conductor upgrades, Alex R. Thomas Plaza electrical upgrades, feeder re-enforcements and other approved capital and maintenance projects. In addition, Utility Design Services, LLC performs specialized survey work for equipment placement and prepares legal

RECOMMENDED ACTION: Authorize increase in contract funding for Capital Improvement Projects Design and Engineering Services by \$300,000 to Utility Design Services, LLC for the Electric Utility System. (EUD)

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$1,155,000; FY2018/2019; 80126100.80230

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: 80126100.80230*** Various approved Capital & Maintenance Projects as noted on the Department approved project invoices.

PREVIOUS CONTRACT/PURCHASE ORDER NO.: COU No. 1314-213

COORDINATED WITH: N/A

Approved:


Sage Sangiacomo, City Manager

descriptions for Public Utility easements.

Continued system improvements will result in fewer and shorter power outages experienced by electric customers. The projects will upgrade many areas of the electric system that were built with direct buried cable, minimal switching points (In many cases, a single problem will affect all customers) and if not corrected will continue to impact customers as the system continues to age.

Discussion: The Electric Utility Department's improvement projects include reconstruction in established congested areas where above ground and underground space is limited. This results in labor intensive designs and construction where work is being done in existing areas. It is critical to maintain power to each customer which increases the time needed to skillfully coordinate construction and design efforts. The balance of the Electric Utility Department's workload includes new customer projects, low impact system improvements, inspection services and normal system maintenance.

Utility Design Services, LLC is highly qualified with years of industry and Ukiah knowledge to assist our design and construction team. This professional support helps insure the Electric Utility Department's capital improvements are designed and constructed while we continue to provide customer support and system maintenance. Services include: project design, drafting support, survey and public utility easement procurement and construction management.

Staff recommends approval to provide the additional support necessary to continue budgeted system improvements. Funds are budgeted in the Fiscal Year 2018-2019 Budget.



AGENDA SUMMARY REPORT

SUBJECT: Award a Professional Services Agreement with Munselle Civil Engineering for Engineering and Survey Support Services for the Dora Street Utility Improvement Project in the Amount of \$90,590.

DEPARTMENT: Public Works

PREPARED BY: Andrew Stricklin

ATTACHMENTS:

[Attachment 1 - Dora Street Utility Improvement Project RFP](#)

[Attachment 2 - RFP - Munselle](#)

Summary: The City Council will consider awarding a professional services agreement to Munselle Civil Engineering to complete supporting design documents, and perform construction staking and recording of centerline monuments for the planned Dora Street Utility Improvement Project planned for summer 2019.

Background: The City staff is currently preparing plans and specifications to replace and improve the water, sewer and storm drain utilities on Dora Street between West Mill St. and Grove Avenue, followed by a complete street reconstruction including ADA improvements for pedestrian travel. A Request for Proposal was released seeking a qualified engineering firm to provide geotechnical services and to design a structural section for the road replacement of Dora Street. (Attachment #1) The RFP also requested survey services for construction staking and the replacement of existing and establishment of new centerline monuments to also be recorded with Mendocino County.

RECOMMENDED ACTION: Award the professional services agreement to Munselle Civil Engineering in the amount of \$90,590 for engineering and survey support services for the Dora Street Utility Improvement Project.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: \$0.00 - 12024200.80230.18127

PROPOSED BUDGET AMOUNT: \$90,590- 12024200.80230.18127

FINANCING SOURCE: General Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Tim Eriksen, Public Works Director / City Engineer

Approved: _____


Sage Sangiacomo, City Manager

Discussion: Staff prepared and issued the RFP on January 14, 2019, and received proposals from LACO, Ukiah, CA, \$74,500; SHN, Willits, CA, \$47,020; GHD, Santa Rosa, CA, \$151,068; and Munselle Civil Engineering, Ukiah, CA, \$90,590. The proposals were reviewed and evaluated by a consultant selection committee comprised of Public Works staff. The consultant selection committee evaluated and ranked each proposal. Munselle was chosen as the firm staff agrees best answered the RFP regarding services and methods proposed for the project. Munselle's proposal is included as Attachment #2 for reference.



January 1, 2019

RE: Request for Proposal – Engineering and Survey Support Services

Dear Prospective Consultant,

The City of Ukiah is requesting a brief letter proposal to provide Engineering and Survey Support Services based on the following Project Description and Scope of Services:

Project Description:

The City is currently in the design process for the 2019 Dora Street Utility Improvement Project for construction beginning in the Spring of 2019. The Project Limits are from Mill Street to Grove Avenue and includes the replacement of Water Mains, Sewer Mains, new Storm Drain Infrastructure, ADA Ramp Replacement/Construction and Street Reconstruction.

the City is performing in house topographic surveying, project design/specification development as well as construction management and inspection services for this construction project.

Scope of Services:

- **Surveying Support:**
 - Construction Staking:
 - Total Center line = 3514 ft. CI Survey @25/Ft. = 140 Ea
 - Curb Ramps = 43 Ea Curb Ramp Survey = 430 Ea
 - Valley Gutters = 9 Ea Valley Gutter Survey = 45 Ea
 - Storm Drain = 3 Ea Storm Drain Survey = 15 Ea
 - Additional Concrete = Various New Sidewalk = 20 ea
 -
 - Centerline Monument Establishment and Re-Establishment including Map Filing and Recordation with the County of Mendocino
 - New- 10
 - Re-Establish- 2
- **Engineering Services:**
 - Structural Road Section Design including:
 - R-Value Determination including soil sampling (Approximately 5-10 samples City will pay for each sample as determined by Consultant and City)
 - TI Recommendation
 - Evaluation of different Structural Section Options
 - Final Design Submittal

Please submit your proposal by no later than noon on January 25, 2018 (email is acceptable). The proposal should be in brief, letter format addressing the Scope of Services above.

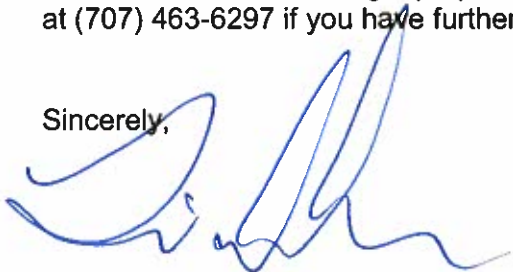
Please provide a “not to exceed” maximum cost fee proposal for all identified work including hourly labor rates. Indicate if travel time, mileage, and per diem will be charged. Include any sub-consultant cost. Additionally, please identify miscellaneous costs associated with this proposal. Submit a copy of your firm’s current itemized hourly rate fee schedule. Consultant selection will be made on the basis of

qualifications.

Attachments A and B are included as reference for the City's Agreement for Professional Consulting Services and Insurance Requirements for Consultants.

I look forward to reviewing a proposal from your firm. Please do not hesitate to contact Andrew Stricklin at (707) 463-6297 if you have further questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tim Eriksen', with a stylized, flowing script.

Tim Eriksen, PE
Director of Public Works/City Engineer

ATTACHMENT A

SCOPE OF WORK

Munselle Civil Engineering, Inc. (MCE), hereafter “Project Engineer and Land Surveyor” for the City of Ukiah, Dora Street Utility Improvement Project. MCE will provide Land Surveying, Construction Staking, and Geotechnical Engineering services for the replacement of utilities, the construction of storm drain infrastructure and ADA ramps and the general reconstruction of Dora Street between Mill Street and Grove Avenue. A control network and boundary survey will be performed, and centerline monuments will be established or reestablished within the right of way of Dora Street. In accordance to state law the right of way boundary and centerline monuments will be shown on a Record of Survey to be filed with the Mendocino County Surveyor. The project has an approximate length of 3,500 linear feet between Mill Street and Grove Avenue. A topographic base map created by the City of Ukiah will be utilized to perform the above-mentioned tasks.

GENERAL - SURVEY AND LEGAL DOCUMENTS

In general MCE’s work will entail identifying affected properties along Dora Street; performing records research, including County Assessor’s information, street right-of-way maps and property boundary maps of record; performing field surveys to tie into the topographic mapping done by The City of Ukiah for existing utility locations, and creating a high precision GPS control network to be used for construction staking purposes; coordination and preparation of easement legal descriptions and deeds if necessary; performing calculations and closures to confirm dimensions of boundary lines; preparing staking calculations, staking plats, and cut sheets; coordinating review by the Design Team; and preparing final copies of documents in a format and of the materials suitable for execution and recording.

TASK DETAILS

A description of the work involved in each group of tasks for the entire length of the project and the deliverables at each milestone is given below:

TASK 1 – PRELIMINARY SURVEYS AND CONTROL NETWORK

Establish project survey control for the project based on and tied into the topographic mapping done by the City of Ukiah. Set approximately 15 durable horizontal and vertical control points (1/2” Iron Pipes or Rebars in undeveloped areas; PK nails or pipes in pavement) for construction staking in accordance with City of Ukiah horizontal and vertical control requirements. These survey control points will be exhibited on a “Survey Control Data Sheet” and will be semi-permanent in nature so as to serve as project control during the construction of the project, or subsequent survey activities.

The field measurements would be done by GPS methods on the same horizontal and vertical basis as the topographic mapping done by the City of Ukiah.

MCE will provide

- Survey Control Data Sheets – (1 sheet at 1”= 300’)

- Electronic Files in Civil 3D
- A comma delimited text file with the control coordinates in PNEZD format.

TASK 2 – CONSTRUCTION STAKING

The project land surveyor will prepare staking calculations based on the approved plans. Construction staking on the ground will be in concert with the construction contractor and will be laid out based on their needs and requests. Construction stakes will be marks set on the ground with all pertinent information for construction purposes. A corresponding cut sheet and staking diagram will be prepared daily that will be submitted to the contractor. If a problem arises with the construction process MCE will work with the design team and the contractor to resolve the issue.

MCE anticipates staking the following items:

- Road center line at 25 feet intervals
- 43 curb ramps
- 9 Valley Gutters
- 3 Storm Drains
- Miscellaneous concrete and sidewalks

MCE will provide

- A staking diagram showing the points that were staked
- Cut sheets that reflects the information shown on the construction stake

TASK 3 – BOUNDARY/RIGHT OF WAY SURVEY AND RECORD OF SURVEY (ROS)

The boundary survey will be performed to establish and re-establish 12 centerline monuments along Dora Street. This will include record boundary and right of way research; deed, title, and easement research; locating the necessary monuments along the length of the project; boundary analysis and boundary resolution. A Record of Survey will be prepared at an appropriate scale and submitted to the Mendocino County Surveyor for review. This task may include resolving potential conflicts with boundary lines or easements and correcting the conflicts with the appropriate documentation.

MCE will provide

- Record of Survey Map
- Closure Calculations
- Any pertinent information derived from the record research

TASK 4 – GEOTECHNICAL ENGINEERING SERVICES

The project engineer will subcontract with a geotechnical engineering firm to provide geotechnical engineering services for the structural road section design and will include Resistance Value (R-Value) laboratory testing and engineering analyses of pavement structural sections for varying traffic indices and subgrade/subbase materials.

MCE will provide

- Resistance value (R-Value) laboratory testing services and sample collection, including asphalt patching of existing roadways at sample locations.
- Engineering analyses of pavement structural sections for varying traffic indices and subgrade/subbase materials.
- Table of structural sections based on a table of traffic index values (MCE will note determine the TI for the road based on current traffic loads)

TASK 5 – PROJECT MANAGEMENT, GENERAL TASKS

Task 2.01 - Monitor Scope and Schedule

The principal civil engineer from MCE will monitor the scope and schedule of Tasks 1 and 3 of the project and act as the contact person for the Design Team to assure prompt coordination and response to questions.

Task 2.02 - General Tasks

Staff will monitor costs on an ongoing basis and process monthly invoices with which will be provided a comparison to the budget breakdown.

Task 2.03 – Project Setup, Closeout

Staff will organize the files and set up the basic information for retention and reference at the initial stages of the project. Similarly, at the close of the project, the staff will close the files and transmit any information to the Design Team which is required.

Munselle Civil Engineering, Inc.

Proposed Fees and Reimbursable Expenses

BASIC SERVICES											
	Principal - Project Manager	Professional Surveyor	Surveyor	Instrument Operator (PW)	Rodman (PW)	Engineer	Clerical/ Admin	Project Geologist	Geotechnica l Engineer		Totals
Staff:											
Hourly Rate:	\$175	\$150	\$130	\$130	\$115	\$130	\$60	\$115	\$150		
TASK 1 - PRELIMINARY SURVEYS AND CONTROL NETWORK											
1.01 Review Topographic Survey done by the City of Ukiah	4	8					8				\$ 2,380
1.02 Site Reconnaissance and Mission Planning		4	8								\$ 1,640
1.03 City/Consultant kick-off meeting	8										\$ 1,400
1.04 Control Survey - GPS Grid -15 New Control Points-Tie Exist topo		4	2	16	16						\$ 4,780
1.05 Compile Control Network Exhibit(1 Sheet; 1"=300')		4	8								\$ 1,640
1.06 Prepare & Transmit Deliverables, Confer with Project Team	4	8									\$ 1,900
Subtotal Hours - by Staff	16	28	18	16	16	0	8	0	0		102
Subtotal Fees - by Staff	\$ 2,800	\$ 4,200	\$ 2,340	\$ 2,080	\$ 1,840	\$ -	\$ 480			\$ -	\$ 13,740
Mileage @ 0.58											\$ -
Prints of Final Mapping and CD's, etc.											\$ -
REIMBURSABLE ALLOWANCE FOR TASK 1											\$ -
TASK 1 - SUBTOTAL											\$ 13,740
TASK 2 - CONSTRUCTION STAKING											
2.01 Staking Calculations and Preparation	8	24									\$ -
2.02 Stake Road CL @25' Intervals		2	4	24	24						\$ 5,000
2.03 Stake Curb Ramps		2	4	16	16						\$ 6,700
2.04 Stake Valley Gutters		2	2	10	10						\$ 4,740
2.05 Stake Storm Drains		2	2	10	10						\$ 3,010
2.06 Stake Miscellaneous Concrete		2	8	24	24						\$ 3,010
2.06 Prepare Cut Sheets, Staking Diagrams and Transmit Deliverables	4	4	16				6				\$ 7,220
Subtotal Hours - by Staff	8	32	12	60	84	0	0	0	0		196
Subtotal Fees - by Staff	\$ 1,400	\$ 4,800	\$ 1,560	\$ 7,800	\$ 9,660	\$ -	\$ -			\$ -	\$ 25,220
REIMBURSABLE ALLOWANCE FOR TASK 2											\$ -
TASK 2 - SUBTOTAL											\$ 25,220
TASK 3 - Boundary/Right of Way Survey & ROS											
3.01 Record Boundary & Title Research	8	8					4				\$ 2,840
3.02 Boundary Calculations	2	16									\$ 2,750
3.03 Boundary Survey		4		32	32						\$ 8,440
3.04 Boundary Analysis & Resolution	4	24									\$ 4,300
3.05 ROS Drafting		8	32								\$ 5,360
3.03 Setting Monuments		4		16	16						\$ 4,520
3.04 ROS package, Closures, Address County Comments		2	16				4				\$ 2,620
Subtotal Hours - by Staff	14	66	48	48	48	0	8	0	0	0	232
Subtotal Fees - by Staff	\$ 2,450	\$ 9,900	\$ 6,240	\$ 6,240	\$ 5,520	\$ -	\$ 480			\$ -	\$ 30,830
County Fees											\$ 1,250
Full Size Printing and Mylar											\$ 400
REIMBURSABLE ALLOWANCE FOR TASK 3											\$ 1,650
TASK 3 - SUBTOTAL											\$ 32,480

Munselle Civil Engineering, Inc.

Proposed Fees and Reimbursable Expenses

TASK 4 - GEOTECHNICAL ENGINEERING											
4.01 Resistance Value Services	4							10	12		\$ 700
4.02 Engineering Analysis	2								10		\$ 350
4.03 Table of Structural Sections	2								4	0	\$ 950
Subtotal Hours - by Staff	8	0	0	0	0	0	0	10	26	0	44
Subtotal Fees - by Staff	\$ 1,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,150	\$ 3,900	\$ -	\$ 6,450
Lab Testing 10x \$500 ea											\$ 5,000
REIMBURSABLE ALLOWANCE FOR TASK 4											\$ 5,000
TASK 4- SUBTOTAL											\$ 11,450
TASK 5 - PROJECT MANAGEMENT, GENERAL TASKS											
5.01 Monitor Scope and Schedule	20										\$ 3,500
5.02 Monitor Cost, Invoicing	8										\$ 1,400
5.03 Project Setup, Closeout	16										\$ 2,800
Subtotal Hours - by Staff	44	0	0	0	0	0	0	0	0	0	44
Subtotal Fees - by Staff	\$ 7,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ 7,700
REIMBURSABLE ALLOWANCE FOR TASK 5											\$ -
TASK 5 - SUBTOTAL											\$ 7,700
	Principal - Project Manager	Professional Surveyor	Surveyor	Instrument Operator (PW)	Rodman (PW)	Engineer	Clerical/ Admin	Project Geologist	Geotechnica l Engineer		Totals
	Hourly Rate:	\$175	\$150	\$130	\$130	\$115	\$150	\$60	\$115	\$150	
GRAND TOTALS											
Total Hours - by Staff	\$ 90	126	78	124	148	0	16	10	26	0	618
Total Fees - by Staff	\$ 15,750	\$ 18,900	\$ 10,140	\$ 16,120	\$ 17,020	\$ -	\$ 960	\$ 1,150	\$ 3,900	\$ -	\$ 83,940
Total Reimbursable Allowance											\$ 6,650
GRAND TOTAL OF FEES PLUS REIMBURSABLES											\$ 90,590



AGENDA SUMMARY REPORT

SUBJECT: City Council to Approve Submission of Two Concept Proposals for Proposition 68 Statewide Cultural, Community and Natural Resources Competitive Grant Funds for Vinewood and Oak Manor Park Improvements, and Authorize City Manager to sign Concept Proposal Applications and Grant Documents.

DEPARTMENT: Community Services

PREPARED BY: Tami Bartolomei

ATTACHMENTS:

None

Summary: City staff has identified Proposition 68 Statewide Cultural, Community and Natural Resources Grant funding as a source of funding for park improvements and is seeking Council's authorization to apply for these grants.

Background: California voters passed the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68) on June 5, 2018. Proposition 68 authorized the Legislature to appropriate \$37 million dollars to the California Natural Resources Agency (the "State") for competitive grants that protect, restore, and enhance California's cultural, community and natural resources. This resulted in the Cultural, Community and Natural Resources ("CCNR") Grant Program. It is the intent of the people of California that projects funded by Proposition 68, including the CCNR Grant Program, result in public benefits addressing the most critical statewide needs and priorities for public funding.

RECOMMENDED ACTION: Approve staff to submit two Concept Proposals for Proposition 68 Statewide Cultural, Community and Natural Resources competitive grant funds for Vinewood and Oak Manor Park Improvements, and authorize the City Manager to sign Concept Proposal applications and grant documents.

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: Jake Burgess, Community Services Recreation Supervisor and Jarrod Myer, Community Services Parks Supervisor; Finance Department

Approved:


Sage Sangiacomo, City Manager

The grant guidelines require eligible projects be located within a "disadvantaged" or "severely disadvantaged community". "Disadvantaged community" means a community with an annual median household income of less than 80 percent of the Statewide average, and within half a mile of the project site. Staff considered various City-owned parks and determined that Oak Manor Park and Vinewood Park best meet the required qualifications. Oak Manor Park is located in a "severely disadvantaged" community, and Vinewood Park is located in a "disadvantage community" and serves a "severely disadvantaged" community that is located less than one-half mile from the park.

Discussion: Concept proposal applications are currently being drafted and cost estimates are underway; a separate concept proposal application must be submitted for each project. The primary components of the concept proposal applications include park restorations and public access.

These restorations include:

Vinewood Park: replace irrigation system; construct new restrooms; add walking paths, inclusive tot lot play structures, covered picnic areas, additional lighting, a celebration ring or birthday ring that will include picnic benches, and play equipment; replace play equipment; add new trees and drought tolerant plants.

Oak Manor Park: partial resurfacing of the tennis courts; addition of eight pickle ball courts and one multi-use court, lighting, inclusive tot lot play area; replacement and addition of play equipment; replacement of irrigation system; addition of a drinking fountain, restroom, and pathway.

Vinewood Park is located between Elm and Pine streets and Oak Manor is on Oak Manor Drive. The recommended improvements are in addition to recent grant-funded work in both parks. In 2014, the City was successful in securing Housing-Related Parks Program grant funds for improvement to Oak Manor park. These improvements included a new covered picnic area. In 2017, the City successfully secured Housing-Related Parks Program grant fund for improvements in Vinewood Park. Improvements include removing existing pathways and replacing pathways with ADA pathways, basketball court resurfacing, ADA parking and plantings. These improvements enhance the public's activities at our parks.

If funding and improvements are completed, the improvements will benefit the community by making the parks safer, and more enjoyable, and will also be a benefit for the long-term maintenance and sustainability of the parks.

Concept proposal applications for funds includes continued design and planning work. If concept proposal funds are awarded, the next step in the grant process is for a site visit with State representatives, and the final step is to submit required documents such as a Resolution. Matching funds are not required for this competitive grant, but are encouraged. Matching funds can include Staff time and in-lieu services.

Staff is recommending Council's approval to submit Concept Proposal applications for both Vinewood and Oak Manor Park improvements to the Proposition 68 Statewide Cultural, Community and Natural Resources grant funding, and authorize the City Manager to sign applications for Concept Proposals and grant documents.

Note: If the concept proposals are selected to proceed, staff will engage in detailed design with community engagement and ultimately Council's authorization to submit the final grant application.



AGENDA SUMMARY REPORT

SUBJECT: Notification of Acquisition of Services from Accurate Measurement Systems, Inc. for the Purchase of Instrumentation in the Amount of \$22,090.55 for the Wastewater Treatment Plant and Approval of Change Order for Parts and Installation in the Amount of \$37,977.21 for a Total Amount of \$60,067.76.

DEPARTMENT: Water Resources

PREPARED BY: Jarod Thiele

ATTACHMENTS:

[AMS Attachment 1](#)

[AMS Attachment 2](#)

Summary: Council will Receive Notification of Acquisition of Services from Accurate Measurement Systems, Inc. for the Purchase of Instrumentation in the Amount of \$22,090.55 for the Wastewater Treatment Plant and Approval of Change Order for Installation in the Amount of \$37,977.21 for a Total Amount of \$60,067.76.

Background: The Advanced Wastewater Treatment (AWT) System at the Wastewater Treatment Plant (WWTP) produces tertiary effluent for discharge to the Russian River as well as Recycled Water for the new Recycled Water system. This system contains various components of infrastructure that communicate with the Supervisory Control and Data Acquisition (SCADA).

Discussion: In early January, several different sensors on two of the four AWT units failed. Staff contacted

RECOMMENDED ACTION: Receive Notification of Acquisition of Services from Accurate Measurement Systems, Inc. for the Purchase of Instrumentation in the Amount of \$22,090.55 for the Wastewater Treatment Plant and Approval of Change Order for Parts and Installation in the Amount of \$37,977.21 for a Total Amount of \$60,067.76.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$275,000- 84027225.56120

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: PO No. 45842

COORDINATED WITH: Sean White, Director of Water Resources; Mary Horger, Procurement Manager

Approved: _____


Sage Sangiacomo, City Manager

Accurate Measurement Systems, Inc. for a quote to replace the failed sensors and approved the purchase in the amount of \$22,090.55 (Attachment 1). Accurate Measurement Systems was the only company willing and available to do the work in the time frame needed.

Due to the complexity of installing them and integrating them into the existing SCADA system, Staff requested an additional proposal for installation and programming (Attachment 2). It is Staff's recommendation to approve a Change Order for the additional work.



ACCURATE MEASUREMENT SYSTEMS, INC.

P.O. Box 3717
Dana Point, CA 92629-8717
P: (949) 218-9350 / F: (949) 218-9351
www.AccurateMeasurement.com

Invoice

DATE	INVOICE #
1/14/2019	V011419DP5

BILL TO
City of Ukiah 300 Plant Rd. Ukiah, CA 95482

SHIP TO
City of Ukiah-Sewer Treatment Plant 300 Plant Rd. Ukiah, CA 95482

P.O. NUMBER		TERMS	SHIP DATE	VIA	F.O.B.	ORDER DATE
45842		Net 30	1/14/2019	UPS Red	Factory	1/14/18
QTY	QTY B'ORD	DESCRIPTION			UNIT PRICE	AMOUNT
4	0	SMAR LD301D21I-VU10-012/A1/I6/Z Differential Pressure Transmitter S/N's: U357732, U358484, U358486, U358485 Z=			2,330.00	9,320.00T
4	0	316SS, 3 Valve Oliver Manifold, pipe to flange, Model Y34S-SB				
2	0	SMAR LD301M21I-VU10-012/A1/I6/Z1 Gage Transmitter S/N's: U269015, U358487 Z1=			2,240.00	4,480.00T
2	0	316SS, 2 Valve Oliver Manifold, pipe to flange, Model: Y24S-SB.				
1	0	SMAR HART Pocket Configurator, Model: HPC401 with Palmtop, software and accessories			1,750.00	1,750.00T
1	0	Labor and onsite expenses to install and commission SMAR instrumentation To include: \$4,050.00 labor and travel time expense plus \$864.49 travel and per diem expenses. *Please see summary sheet for details			4,914.49	4,914.49
1	0	Shipping via UPS Next Day Air from factory			246.00	246.00
		Mendocino Cnty City of Ukiah			8.875%	1,380.06
					Total:	\$22,090.55

Payments must be received 30 days from the Invoice date, shown above. Late payments are subject to a 1.5% per month service charge for each month, or portion thereof, beyond the "Net 30 Days" terms.

AMS's Federal ID No.: 33-060-2300



ACCURATE MEASUREMENT SYSTEMS, INC.

INSTRUMENTATION: Application * Sales * Engineering * Service
33159 Camino Capistrano, Suite E, San Juan Capistrano, CA 92675
P: (949) 218-9350 / F: (949) 218-9351 / www.AccurateMeasurement.com

"EASY TO USE, SIMPLE TO MAINTAIN"

QUOTATION #: 011619JL2

DATE: January 16, 2019

CUSTOMER: City of Ukiah – Water Filtration Plant
300 Plant Rd.
Ukiah, CA 95482

ATTENTION: Seth Strader 707-467-5719
sstrader@cityofukiah.com

REFERENCE: AMSI Proposal for PO# 45842 – Instrumentation Replacement & Commissioning on AWT Units 1 & 4. To include: Replacement SMAR Pressure Transmitters, Level Measuring Instruments, & SS Manifolds.

Dear Seth:

Per our discussions with Alan Hodge while on-site to deliver the material and perform the work that was in the scope of PO# 45842, we were requested to submit our proposal for continuing the AWT instrument upgrade to include the SMAR units on Units 1 and 4. We were also requested to provide replacement models for the existing Drexel-Brook and Pulsar process level measuring applications. As such, we are pleased to offer the following quotation to provide material delivery and retrofit installation efforts for the second phase of the AWT Instrumentation upgrade tasks.

For this phase, we will mutually schedule the earliest date for us to arrive on-site which will likely fall in mid to late February allowing for production of the needed instruments. The following summarizes the proposed effort:

- 1) Remove existing SMAR transmitters, manifold and level measuring items on each of the AWT Units
- 2) Deliver, install and configure new replacement instruments as identified utilizing existing piping, conduit and cabling, if determined viable. Any piping, conduit or cabling requiring replacement will be identified and costed separately should replacement be desired.
- 3) The previously delivered SMAR Universal HART Interface Kit will be utilized in the configuration of the new instruments, thus providing operation and maintenance training for Plant personnel.
- 4) The new instruments will be commissioned and we will assist Plant personnel with the interface to the existing SCADA system.
- 5) The quoted material was identified and confirmed by our site walk during the completion Phased 1 work. This allow us to generated and submit the quotation for Phase 2 to include the identified material and labor costs to complete the field instrument upgrade.
- 6) Product training will be provided during actual retrofit work. Additional training can be provided and quoted as a separate follow-up site visit if it should be desired.

Per Alan's request, we are pleased to submit the following quotation for the SMAR transmitters for Units 1 & 4 along with proposed upgrades for the capacitance and ultrasonic level transmitters. We invite you to contact us if there should be any questions.

Item	Qty.	Item Description	Unit Price	Total Price
1	4	SMAR Intelligent Differential Pressure Transmitter Model No.: LD301D2II-VU10-012/A1/I6/Z (Analog w/ HART) Includes: 316SS Wetted Parts DC-200 fill fluid Viton O-rings LCD Display SS Mounting bracket SS hardware Range: 0 – 200" H2O Differential Pressure Z = 316SS Oliver Valve – 3 Valve Manifold w/ Teflon Packing & SS Hardware	\$2,330.00	\$13,980.00 \$9,320
2	2	SMAR Intelligent Differential Pressure Transmitter Model No.: LD301M2II-VU10-012/A1/I6/Z1 (Analog w/ HART) Includes: 316SS Wetted Parts DC-200 fill fluid Viton O-rings LCD Display SS Mounting bracket SS hardware Range: 0 – 200" H2O Differential Pressure Z1 = 316SS Oliver Valve – 2 Valve Manifold w/ Teflon Packing & SS Hardware	\$ 2,240.00	\$4,480.00
3	6	Krohne Radar Level Transmitters, Optiwave Model 5400C Model No.: VFDB003 Includes: Converter Unit w/ LCD Display 24VDC powered (via loop) Output Signal -4 -20MA (HART) Accuracy: 1 mm (high resolution) Rating: IP-68 (submersible) 1" SS Mounting Bracket Fitting SS Angle Mounting Bracket	\$1,845.00	\$11,070.00
4	1	Estimated Labor & Expense (refer to T&C's section for hourly rates) Two 8 hour days – 2 men \$ 6,800.00 7 hours Travel time – 2 men \$ 1,050.00 Hotel & meal expense \$ 600.00 Auto mileage (400 miles @ \$0.55) \$ 220.00 Airfare, parking & misc. \$ 500.00	\$10,500.00	\$10,500.00

~~\$35,370~~
 Subtotal \$39,930.00
 Sales Tax (8.875%) \$2,611.91
 Estimated Shipping Charges \$400.00
 Estimated Total ~~\$42,941.91~~
\$37,977.4

AMS Quotation Terms and Conditions:

Prices - Quoted prices are based on placement of a single order for all items and quantities shown without Customer imposed delivery restrictions.

	-	AMS has a minimum order subtotal of \$100. If the subtotal quoted is below that price point, you may increase your quantity; otherwise you will be charged a minimum of \$100. This ONLY applies to items that are NOT in stock at our San Juan Capistrano, CA location.
Validity	-	Prices reflected in our quotation are valid for 60 days unless otherwise documented.
Model Selection	-	Please review specification details to confirm that our proposed model and/or part number comply with the application requirements.
Delivery	-	Ship from AMS Stock within 1 week ARO.
	-	FOB point is the Manufacturer's Factory location unless otherwise stated in writing.
	-	Shipping method will be "Best Way", typically UPS or truck unless otherwise specified at time of order.
Payment Terms	-	Payment terms of "Net 30 Days" with approved credit will apply to any Purchase Order resulting from this quotation (unless approved otherwise).
	-	Credit Card purchases (Visa or MasterCard) will incur a 3% processing fee.
Past Due Invoices	-	Account balances that are beyond their due date based on the specified terms will result in an 'Account Freeze'.
	-	If you wish to submit a PO for an item while your account is frozen, the order will not be delivered until the past due invoice(s) have been paid.
	-	AMS reserves the right to refuse an order due to an outstanding balance.
Shipping Costs	-	Shipping charges listed above are estimated based on general weight and package rates. Actual charges will be prepaid by AMS and invoiced to the customer accordingly. We charge the customer what we are charged by the factory for shipping your order only.
	-	Certain manufacturers charge an additional fee to have orders drop-shipped to the end user and will be applied to the invoice.
Sales Tax	-	All orders are subject to State Sales Tax. If the quoted items are for "Resale", AMS requires a copy of a valid "Resale Certificate" be on file prior to processing your order.
Warranty	-	All items are quoted with the standard "Factory Warranty" only unless otherwise documented.
Product Returns	-	Returns for repair, replacement, credit and/or exchange are subject to Manufacturer's warranty, repair and restocking procedures.
Field Service	-	Customers requiring "Field Service" must submit a purchase order for applicable labor, material and expenses. Labor will be billed at \$150.00/hour/man onsite (minimum 4 hours) and \$75.00/hour/man travel time. Receipts for Incurred for job related expenses will be submitted with our Invoice to substantiate reimbursement. Auto mileage will be charged at \$0.55 per mile. Applicable charges will be adjusted for any "Factory Warranty" covered items.
Exceptions	-	Unless otherwise acknowledged in writing, the "Terms and Conditions" contained herein will apply and take precedence.
Order Placement	-	If procured, please forward Purchase Order to the Application Engineer who provided the quote and/or to one of the following: Lois Leigh – lleigh@accuratemeasurement.com Inside Sales – 949-218-9351 Fax

If there should be any questions relative to our submittal, or if we can provide further information, please do not hesitate to contact us.

Respectfully,

James Leigh
Accurate Measurement Systems, Inc.
949-218-9350



AGENDA SUMMARY REPORT

SUBJECT: Request Authorization to Amend Contract with Kenwood Energy in the Amount of \$55,000 for Solar Capital Improvement Projects in Developing Specifications, Request for Proposals (RFP) and Construction Management Services.

DEPARTMENT: Electric Utility

PREPARED BY: Diann Lucchetti

ATTACHMENTS:

None

Summary: The City Council will consider authorizing the Electric Utility Department to increase the existing contract with Kenwood Energy for professional assistance with capital solar project development by \$55,000.

Background: Kenwood Energy has provided professional design, specification development and construction management services for the energy industry for over 20 years. Ukiah Electric Utility has worked with Kenwood Energy over the last three years; they have a thorough knowledge of the Departments goals and needs to build renewable projects.

The Electric Utility is expanding its capital investments into local renewable generation projects like solar, wind and small hydro. This locally distributed green generation will help the Electric Utility to meet the State goals

RECOMMENDED ACTION: Authorize amending the contract with Kenwood Energy in the amount of \$55,000 for Solar Capital Improvement Projects in developing specifications, request for proposals (RFP) and construction management services.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 80126100.80220.ECC01: \$1.1 million

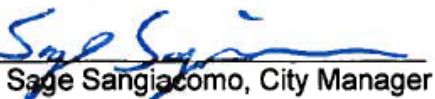
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: 80000000.48101; Electric Cap-and-Trade

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: _____


Sage Sangiacomo, City Manager

while improving system reliability and capability. New generation will help offset the impact of geothermal output decline, lowering the need to purchase additional remote capacity.

The funding source will be from the cap-and-trade proceeds specifically mandated to create non-carbon sources of energy.

Discussion: Continued system improvements and resource development will result in fewer and shorter power outages experienced by electric customers. The projects will ensure the electric system is powered by green local energy for years to come.

Kenwood Energy is highly qualified, with years of industry experience, and has unique knowledge and experience to assist our design and construction team. This professional support helps ensure the Electric Utility Department's capital solar improvements are designed and constructed to industry standards and ensuring Ukiah customers are being provided with a resource that will last for years.

Staff recommends approval to increase the existing contract with Kenwood Energy to provide the additional support necessary to continue budgeted capital system improvements in the amount of \$55,000. Funds are budgeted in the Fiscal Year 2018-2019 Budget.



AGENDA SUMMARY REPORT

SUBJECT: Consideration and Possible Adoption of a 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 Heritage Mendocino Cannabis Microbusiness Project, Located at 1076 Cunningham Street.

DEPARTMENT: Community Development

PREPARED BY: Craig Schlatter

ATTACHMENTS:

[Attachment 1- 11-7-18 ASR Heritage Mendocino](#)

[Attachment 2- FAA Determination letter_387993982](#)

[Attachment 3- ALUC consistency determination SR Heritage Mendocino FINAL 9-7-18](#)

[Attachment 4- ALUC_2018-0006__Heritage_Mendocino__Signed_Final_Resolution](#)

[Attachment 5- Proposed Overrule Resolution and Findings for Heritage Mendocino](#)

[Attachment 6- CalTrans and ALUC letters](#)

Summary: The City Council will consider and possibly adopt a 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 Heritage Mendocino project.

Background: Below is a summary of history related to the proposed project. Additional details can be found in the Agenda Summary Report for the City Council's November 7, 2018, meeting (Attachment 1).

RECOMMENDED ACTION: Approve adoption of the Resolution and associated findings overruling the the Mendocino County Airport Land Use Commission's finding of inconsistency with the Mendocino County Airport Comprehensive Land Use Plan for the proposed Heritage Mendocino project.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: David Rapport, City Attorney; Michelle Irace, Planning Manager

Approved: _____


Sage Sangiacomo, City Manager

April 18, 2018- application received from Kyle Greenhalgh of Heritage Mendocino for approval of a Major Use Permit/Site Development Permit to allow a cannabis microbusiness within an existing 2,480 sf building. No expansions to the building footprint or height are proposed.

August 21, 2018- Staff submits flight hazard determination Form 7460 to the Federal Aviation Administration (FAA). The FAA concludes the proposed project would not pose a hazard to air navigation (Attachment 2).

September 7, 2018- Staff submits required materials- City Staff Airport Comprehensive Land Use Plan (ACLUP) consistency analysis, Powerpoint presentation, and staff report, along with the Mendocino County Airport Land Use Commission (ALUC) fee paid by the applicant- to the County of Mendocino Planning and Building Services Department for the October 18, 2018, ALUC meeting (see Attachment 3 for the ACLUP consistency analysis and staff report prepared by City Community Development Staff).

October 18, 2018- ALUC adopts findings that the proposed project is not consistent with the ACLUP (Attachment 4). Shortly after the October 18 ALUC meeting, the applicant requests Staff submit the proposed project to the City Council for an overrule of the ALUC's determination of inconsistency.

November 7, 2018- City Council approves the following three actions: 1) the proposed project is subject to the overrule process, as described in the California Airport Land Use Planning Handbook; 2) directs that Staff send a copy of the proposed overrule decision with accompanying specific findings (Attachment 5) to the Caltrans Division of Aeronautics at least 45 days prior to scheduling a public hearing in front of City Council to make a decision to overrule or not overrule the finding of inconsistency determination of the Mendocino County Airport Land Use Commission for the Heritage Mendocino project, in accordance with Public Utilities Code Section 21676 and the State Aeronautics Act; and 3) directs that Staff schedule a public hearing for City Council to make a decision to overrule or not overrule the decision of the Mendocino County Airport Land Use Commission upon expiration of the 45-day period.

Discussion: Working with the City Attorney, Staff has completed the actions directed by Council at its November 7, 2018, meeting. Please see below.

1. At least 45 days prior to the decision to overrule the ALUC, the City must provide the ALUC and CalTrans Division of Aeronautics ("Division") a copy of the proposed overrule decision and accompanying findings.

Status: The proposed overrule decision and accompanying findings were mailed to the CalTrans Division of Aeronautics and ALUC on November 8, 2018, and confirmed delivered (Attachment 6).

2. The ALUC and Division of Aeronautics may provide comments to the local agency's governing body within 30 days of receiving the proposed decision and findings.

Status: No comments have been received from the ALUC or Division of Aeronautics, both within and outside the 30-day period.

3. At the conclusion of the 45-day period, overruling the ALUC can only be accomplished with a two-thirds "supermajority" vote of the local agency's governing body.

Status: The procedural requirements outlined in P.U.C. 21676 and the State Aeronautics Act were fulfilled as of December 24, 2018. Due to the cancelling of the City Council meeting immediately after the holidays on January 2, 2019, the earliest the overrule public hearing could be scheduled for the proposed Heritage Mendocino project was January 16, 2019. However, in hearing that two members of the Council were to be absent for this meeting, the applicant requested that Staff schedule the public hearing for February 6, 2019, when the full Council was present.

City Council is requested to make a decision to overrule or not overrule the ALUC determination of inconsistency.

Overruling the determination of the ALUC can only be accomplished with 4 of 5 Councilmembers voting in the affirmative to adopt the Resolution and associated Findings (Attachment 5) to overrule the ALUC determination. As a reminder, the process outlined in the P.U.C. and Handbook does not direct that Council make a decision regarding consistency of the proposed project with the ACLUP. A determination regarding consistency has already been made by the ALUC. Council is requested to make a decision only on whether to overrule the determination of inconsistency from the ALUC or not overrule the determination of inconsistency from the ALUC.

If the Council overrules the ALUC's determination of inconsistency, the proposed project will be referred to the Planning Commission for approval of a Major Use Permit/Major Site Development Permit at Planning Commission's February 13, 2019, meeting.

Staff recommends Council adopt the resolution and proposed findings in Attachment 5 and overrule the Mendocino County Airport Land Use Commission's finding of inconsistency with the Mendocino County Airport Comprehensive Land Use Plan for the Heritage Mendocino project.

MEETING DATE/TIME: 11/7/2018

PEAK ITEM NO: COU-509-2017



AGENDA SUMMARY REPORT

SUBJECT: Consideration and Possible Direction to Staff to Proceed with the Overrule of the Mendocino County Airport Land Use Commission's Determination of Inconsistency with the Mendocino County Airport Comprehensive Land Use Plan for the Heritage Mendocino Cannabis Microbusiness Project, Located at 1076 Cunningham Street.

DEPARTMENT: Community Development

PREPARED BY: Craig Schlatter

ATTACHMENTS:

[Attachment 1- 8-3-18 City Attorney legal opinion](#)

[Attachment 2- 9-19-18 Staff Report \(overrule analysis\)](#)

[Attachment 3- FAA Determination letter 387993982](#)

[Attachment 4- ALUC Resolution for Heritage Mendocino - Updated 11-7-18](#)

[Attachment 5- Proposed Overrule Resolution and Findings for Heritage Mendocino](#)

Summary: Council will consider directing Staff to proceed with the overrule process of the Mendocino County Airport Land Use Commission's determination of inconsistency with the Mendocino County Airport Comprehensive Land Use Plan for the Heritage Mendocino project.

Background: City Staff does not have a policy or procedure for City Council overrule of Mendocino County Airport Land Use Commission (ALUC) determinations of inconsistency with the Mendocino County Airport Comprehensive Land Use Plan (ACLUP), largely because there is not adequate evidence suggesting that

RECOMMENDED ACTION: Consider directing staff to proceed with the overrule of the Mendocino County Airport Land Use Commission's Determination of Inconsistency with the Mendocino County Airport Comprehensive Land Use Plan for the Heritage Mendocino Cannabis Microbusiness project located at 1076 Cunningham Street.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

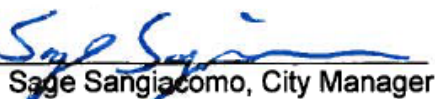
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: David Rapport, City Attorney; Michelle Irace, Planning Manager

Approved:


Sage Sangiacomo, City Manager

override is either needed or not needed. As discussed in previous staff reports and described in the 2011 CalTrans Division of Aeronautics California Airport Land Use Planning Handbook (Caltrans Handbook), "when local planning policies have been made fully consistent with the ALUCP [ACLUP], not only is submittal of most land use development proposals for ALUC review voluntary, but, when submitted, the reviews become advisory. Moreover, when ALUC review is advisory, the local jurisdiction does not need to take the special steps necessary to override the commission..." The City's General Plan was found fully consistent with the Mendocino County ACLUP in 1996.

One of the primary reasons the question of override continues to be discussed is because of the incompatibility between the 1996 ACLUP and the 2015 Ukiah Municipal Airport Layout Plan (ALP). According to the Caltrans Handbook, "When an airport layout plan (ALP) is amended, the ALUC must review their ALUCP [ACLUP] for any changes that may be needed as a result of the airport updating its plan(s)." This has not occurred. The Caltrans Handbook also notes "A comprehensive review and update [of the ACLUP] is recommended at least every five years."

A legal opinion was issued by the City Attorney on August 3, 2018 (Attachment 1), regarding the application of the override process outlined in Public Utilities Code (PUC) 21676 to the Garton Tractor project. The City Attorney provided further analysis of his August 3rd opinion in the staff report prepared for the continued public hearing on September 19, 2018 (Attachment 2). The City Attorney notes that "while this case did not explain why Section 21676, which refers exclusively to general plan and zoning code adoptions or amendments, applies to a City's decision on an application for the approval of an individual project, the opinion did not criticize or object to applying the statutory procedure to overruling an ALUC compatibility determination on the specific permit application and relied on it in deciding that the City had the final decision on how the property could be used." The City Attorney concludes that "the prudent course of action would be to follow that [the ALUC override] procedure."

Due to this opinion, City Staff recommended Council direct Staff to follow the override procedure outlined in PUC 21676 for the Garton Tractor project. Until such time that new evidence is presented or Council directs Staff otherwise and when appropriate for the specific project or circumstance, Staff will recommend the override be considered and evaluated for projects that are otherwise compatible with airport operations (projects in compliance with the ALP and other airport related regulations).

Discussion: On April 18, 2018, an application was received from Kyle Greenhalgh of Heritage Mendocino for approval of a Major Use Permit/Site Development Permit to allow a cannabis microbusiness that would include distribution, dispensary/retail, manufacturing, and processing of recreational and medicinal products within an existing 2,480 sf building. The existing building footprint nor height would be expanded. Ancillary parking has been proposed for 13 parking spaces within a 4,237 sf parking lot, and curb and sidewalk improvements and accessibility upgrades have also been proposed. The proposed project includes building and parking lot lighting, which would be down-shielded, and signage. The applicant has also proposed 5,081 sf of landscaping, street trees, and a 6-foot tubular steel security fence around the site perimeter.

On August 21, 2018, Staff submitted a flight hazard determination Form 7460 to the Federal Aviation Administration (FAA). The FAA conducted an aeronautical study for the existing structure and made a determination that it would pose no hazard to air navigation (Attachment 3).

On September 7, 2018, City Staff submitted the required materials- City Staff ACLUP consistency analysis, Powerpoint presentation, and staff report, along with the ALUC fee paid by the applicant- to the County of Mendocino Planning and Building Services Department for the October 18, 2018 ALUC meeting. On October 18, City Staff presented the Project and ACLUP consistency analysis, and by a 4-0 vote the ALUC adopted the draft resolution pre-prepared for the meeting by County Staff, ALUC_2018-006 (Attachment 4). City Staff requested the executed resolution from County Staff, but as of the date of publication of this staff report the executed resolution was not available.

Shortly after the meeting of the ALUC, the applicant requested that City Council overrule the decision of the ALUC. The applicant also requested the project be scheduled for review and approval by the Planning Commission. To reduce any delays to the applicant from the overrule process and at the request of the applicant, a City Council overrule of the ALUC decision, which cannot occur until at least 45 days after the notice of the proposed overrule decision and findings (Attachment 5) is received by the ALUC and Caltrans Division of Aeronautics, will be listed as a condition of approval for the Planning Commission.

Staff has provided three actions for City Council consideration. Staff recommends Council direct Staff to proceed with Recommendation #1.

1. Proceed with overrule of the ALUC inconsistency determination on the proposed project: A) Approve a motion that the proposed project be subject to the overrule process, as described in the California Airport Land Use Planning Handbook; and B) Direct that Staff send a copy of the proposed overrule decision with accompanying specific findings (Attachment 5) to the Caltrans Division of Aeronautics at least 45 days prior to scheduling a public hearing in front of City Council to make a decision to overrule or not overrule the finding of inconsistency determination of the Mendocino County Airport Land Use Commission for the Heritage Mendocino project, in accordance with PUC Section 21676 and the State Aeronautics Act; and C) direct that Staff schedule a public hearing for City Council to make a decision to overrule or not overrule the decision of the Mendocino County Airport Land Use Commission upon expiration of the 45-day period.

OR-

2. Direct staff to proceed with the actions in recommendation #1 only after the Planning Commission makes a decision at their November 14, 2018 meeting to either approve, conditionally approve, or deny the proposed project.

-OR-

3. Approve a motion that the proposed project is not subject to the overrule process.



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Attachment 2

Aeronautical Study No.
2018-AWP-13646-OE

Issued Date: 10/19/2018

Michelle Irace
City of Ukiah
300 Seminary Ave
Ukiah, CA 95482

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building existing, 2,480 sf, 20 ft high building
Location:	Ukiah, CA
Latitude:	39-08-12.49N NAD 83
Longitude:	123-12-08.29W
Heights:	630 feet site elevation (SE) 20 feet above ground level (AGL) 650 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 L Change 2.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as

indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

This aeronautical study included evaluation of a structure that exists at this time. Action will be taken to ensure aeronautical charts are updated to reflect the most current coordinates, elevation and height as indicated in the case description.

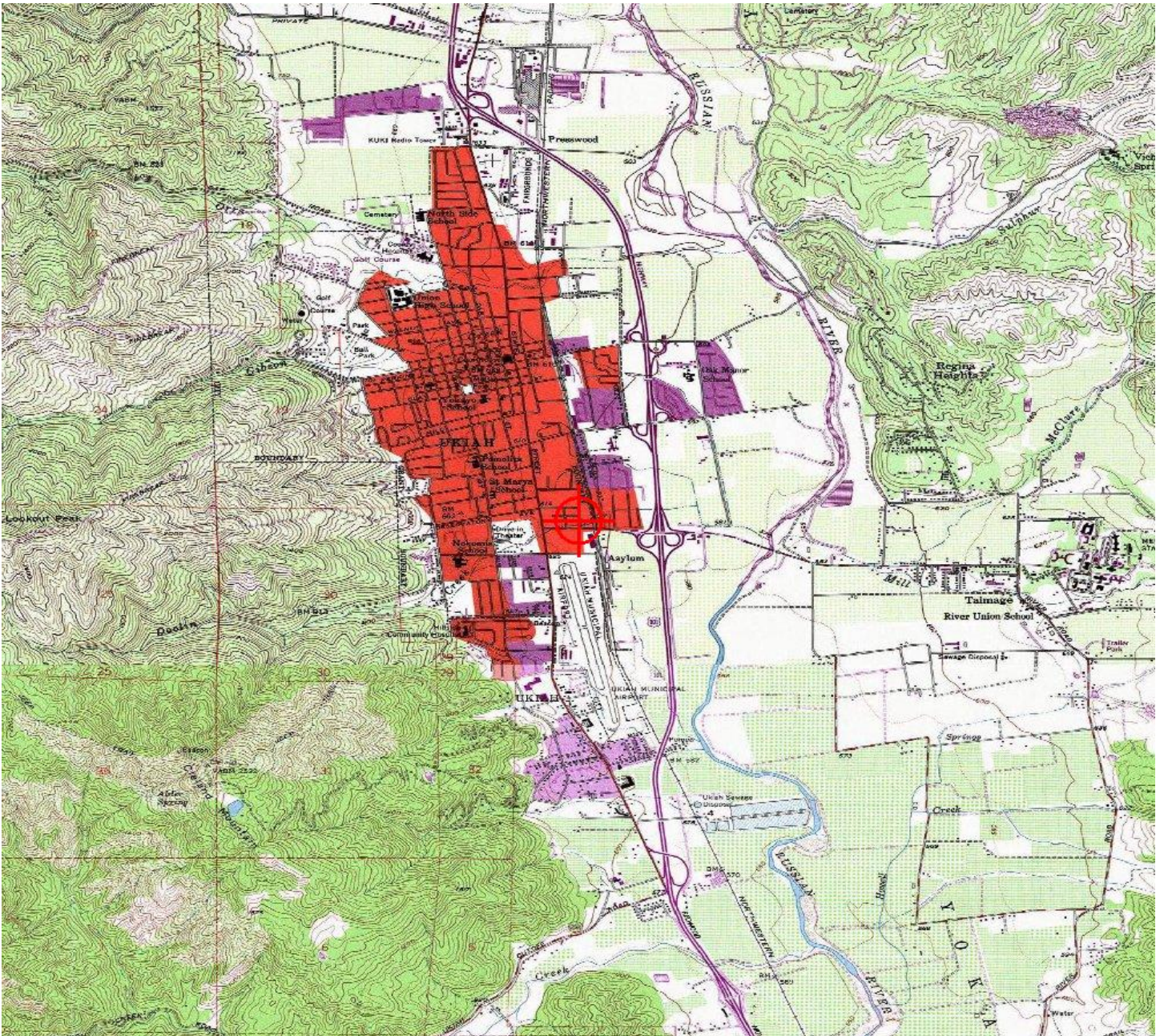
If we can be of further assistance, please contact our office at (424) 405-7643, or karen.mcdonald@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2018-AWP-13646-OE.

Signature Control No: 382260221-387993982

(DNE)

Karen McDonald
Specialist

Attachment(s)
Map(s)





Community Development Department
Planning Services Division
300 Seminary Ave.
Ukiah, CA 95482
planning@cityofukiah.com

DATE: September 7, 2018
TO: Mendocino County Airport Land Use Commission
FROM: Craig Schlatter, Community Development Director
SUBJECT: Mendocino County Comprehensive Land Use Plan Consistency Determination for Heritage Mendocino

PROJECT SUMMARY

An application was received from Kyle Greenhalgh of Heritage Mendocino for approval of a Major Use Permit/Site Development Permit to allow a cannabis microbusiness that would include distribution, dispensary/retail, manufacturing, and processing of recreational and medicinal products within an existing 2,480 sf building. The existing building footprint would not be expanded. Ancillary parking has been proposed for 13 parking spaces within a 4,237 sf parking lot, and curb and sidewalk improvements and accessibility upgrades have also been proposed. The proposed project includes building and parking lot lighting, which would be down-shielded, and signage. The applicant has also proposed 5,081 sf of landscaping, street trees, and a 6-foot tubular steel security fence around the site perimeter.

Please see Attachment 1 for site plans and elevation drawings.

PURPOSE OF AGENDA ITEM

The purpose of this agenda item is to request the Mendocino County Airport Land Use Commission (the "Commission" or the "ALUC") review the project and determine its consistency with the Mendocino County Airport Comprehensive Land Use Plan ("CLUP"). The project was referred to Mendocino County ALUC staff planner Robert Dostalek on June 26, 2018 and the revised project referred on August 7. Comments from Mr. Dostalek were received by City staff on July 6 (original project) and August 8 (revised project), respectively, stating the project may not be consistent with the CLUP and should be formally reviewed by the ALUC.

BACKGROUND

The property is located at 1076 Cunningham Street (previously 150 Perry Street) and is bounded by Rupe Street to the north, Cunningham Street to the east, Talmage Road to the south and Perry Street to the west. Doolin Creek traverses the southern portion of the parcel, and railroad tracks are approximately 260 feet east of the parcel. The existing 2,480 sf building is located on the easternmost portion of APN 003-140-07 which is now recognized as its own 0.56-acre parcel

through Certificate of Compliance 2017-08356 (new APN is 003-140-52). Lot Line Adjustment (LLA) number 18-3221 was approved by the City Engineer on January 11, 2018 but has not been recorded; and the property owner does not intend to record the LLA at this time. The existing building is located approximately 930 feet north of Airport Road and was constructed in the early 1950s. Previous uses include manufacturing, industrial and retail such as door manufacturing, metal fabrication, recycling sorting, packaging and shipping services, and material storage.

PROJECT LOCATION AND SETTING

Assessor's Parcel Number: 003-140-52

Parcel size: 0.56 acres

General Plan Designation: I (Industrial)

Downtown Design District: No

Zoning: M (Manufacturing)

Airport Compatibility Zone: A*

Location: 1076 Cunningham Street

Applicant: Kyle Greenhalgh, Heritage Mendocino

Figure 1. General Plan Land Use Category

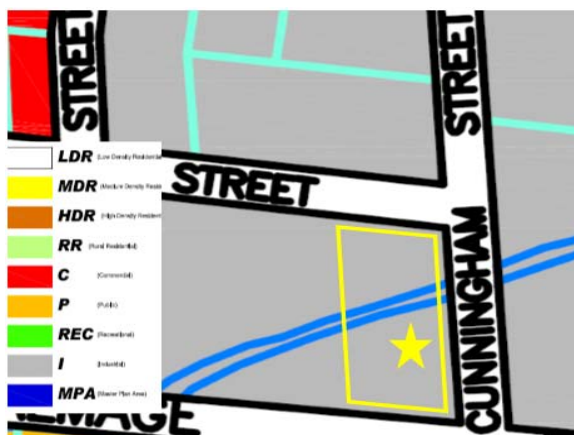


Figure 2. Zoning Designation



Figure 3. Aerial View



The project site is surrounded by parcels zoned Manufacturing (M) and Heavy Commercial (C2). The following uses are directly adjacent to the parcel:

- North:* Ukiah Recycle (industrial/manufacturing)
- East:* My Custom Design (retail/commercial)
- South:* Garton Tractor (retail/commercial)
- West:* Automotive shop/repair (industrial/manufacturing)

The parcel carries a General Plan Land Use designation of Industrial (I) and is zoned Manufacturing (M). Cannabis related businesses are allowed in M zoning districts with approval of a Major Use Permit per City Ordinance 1186, *Ordinance of the City Council of the City of Ukiah Adding and Amending Various Sections of the Ukiah City Code to Regulate Cannabis Related Businesses*, adopted on January 17, 2018.

ANALYSIS

Airport Compatibility. Per the Ukiah Municipal Airport Master Plan (“Ukiah Master Plan”), the entirety of the parcel is located in Zone A* of the July 1996 Ukiah Municipal Airport Master Plan Compatibility Zoning Map. As stated in a technical memorandum prepared by Mead & Hunt on December 7, 2017 (Attachment 2), the CLUP “does not indicate what criteria should apply within

The map displays a grid of streets including COCHRANE AVE, LUCE AVE, ALICE AVE, ALBRIGHT PL, OBSERVATORY AVE, SOUTH ST, LUCAS AVE, CHERRY ST, THOMAS ST, RUPE ST, ANNUNCIATION ST, LEWIS LN, TAYLOR RD, HASTINGS AVE, WASHINGTON CT, MILLER ST, WASHINGTON CT, DOOLAN DR, WASHINGTON AVE, CRESTA DR, WABASH AVE, BAYWOOD CT, LAUREL DR, TOKAY DR, ROSE AVE, WASHINGTON AVE, MARLEN, LOHRMAN ST, TOLMAGE FRONTAGE RD, CALDWELL FR, and COMMERCE DR. A callout box labeled 'Project Location' points to a specific area marked 'A*' and 'B1'.

"Within the context of the CLUP, expansion of existing non-conforming uses up to 20% of the existing structure floor area or 1,000 sf, whichever is greater, is exempt from ALUC formal consistency review and findings. Other expansions outside of the identified "infill" areas discussed in Section 2.1.6 are subject to the discretionary review process normally imposed by the local jurisdictions with review and formal consistency finding by the ALUC..."

Utilizing the Ukiah Municipal Airport Master Plan density criteria, the maximum allowable density is calculated as follows:

0.56 acres x 10 persons/acre = 5.6 ≈ 6 persons maximum density on site at one time.

The maximum building occupancy of the building is 30 persons, which even if applying the 50% reduction adjustment outlined in Appendix C of the CLUP, would exceed the density threshold for the A Zone. However, it is highly improbable for the building to be occupied with this number of people at any one time. According to the applicant, the business is anticipated to have up to 5 employees, working at different times and not to exceed three employees at any one time, and two customers. Therefore, the business does not anticipate having more than 5 persons on site at any one time. The site and existing building have historically been occupied with industrial and manufacturing uses with 5-8 employees and 1-5 customers. The proposed project would not exceed the density that has historically existed on-site.

Open Land. The existing building is 2,480 sf and the lot size is 24,325 sf, resulting in 21,845 sf or 89.8% of open land, and the project does not propose an expansion of the existing building footprint. In addition, open land requirements are intended to be applied with respect to the entire zone, and per the Ukiah Master Plan, "All remaining [open land is] required" in Zone A (including A*). A large portion of Zone A is owned by the City of Ukiah and is designated as permanent open land. For these reasons Staff interpret the proposed project to have a less than significant impact on the Zone A* open space. The aggregate amount of open land remaining in Zone A* meets the intent of the Ukiah Master Plan.

Height. The existing building is 20 feet in height and although the project does not propose to increase the height, an analysis was conducted by Mead & Hunt to calculate the allowable building height (Attachment 3). A request for a determination of the potential of hazards to air navigation was also submitted to the Federal Aviation Administration (FAA).

According to the 2011 CalTrans Division of Aeronautics Airport Land Use Planning Handbook, "the planned height of buildings, antennas, and other objects should be checked with respect to Federal Aviation Regulations Part 77 criteria if the development is close to the airport, situated within the runway approach corridors, or on land higher more than 150 feet above the airport elevation." The height analysis is based upon the Federal Aviation Administration Part 77 airspace surfaces as applied to the airport and shown in the approved Airport Layout Plan (ALP) drawing set. Further, because the ALP shows a proposed northward extension of the runway, the Part 77 surfaces are based upon the future runway end. The allowable height of an object at any point under the Part 77 surfaces is the difference between the elevation of the specific airspace surface at that point and the ground elevation at that same location.

The project site lies beneath the approach surface, which slopes upward from a point 200 feet beyond the runway end at a ratio of 34:1 (34 feet horizontally to 1 foot vertically). Using this ratio, the most restrictive height limit on this property is at the point closest to the runway end which, in this case, is the southeast corner adjacent to the intersection of Cunningham Street and Talmage Road. As discussed in Attachment 3, the allowable object height for this location is 34 feet. However, because the approach surface is sloped upward and the ground is relatively level, the allowable height increases moving northward farther from the runway end. For example, at the northwest corner of the parcel the allowable height is 45.4 feet. The existing 20-foot building is well below these height limitations.

RECOMMENDATION

City Staff recommends the Airport Land Use Commission:

1. Consider the request for a consistency determination submitted by Heritage Mendocino.
2. Consider the Findings 1-4 identified below.
3. Find the proposed project consistent with the Airport Comprehensive Land Use Plan, subject to and in consideration of Findings 1-4 and/or additional findings made by the Commission in support of a consistency determination.

FINDINGS FOR CONSIDERATION

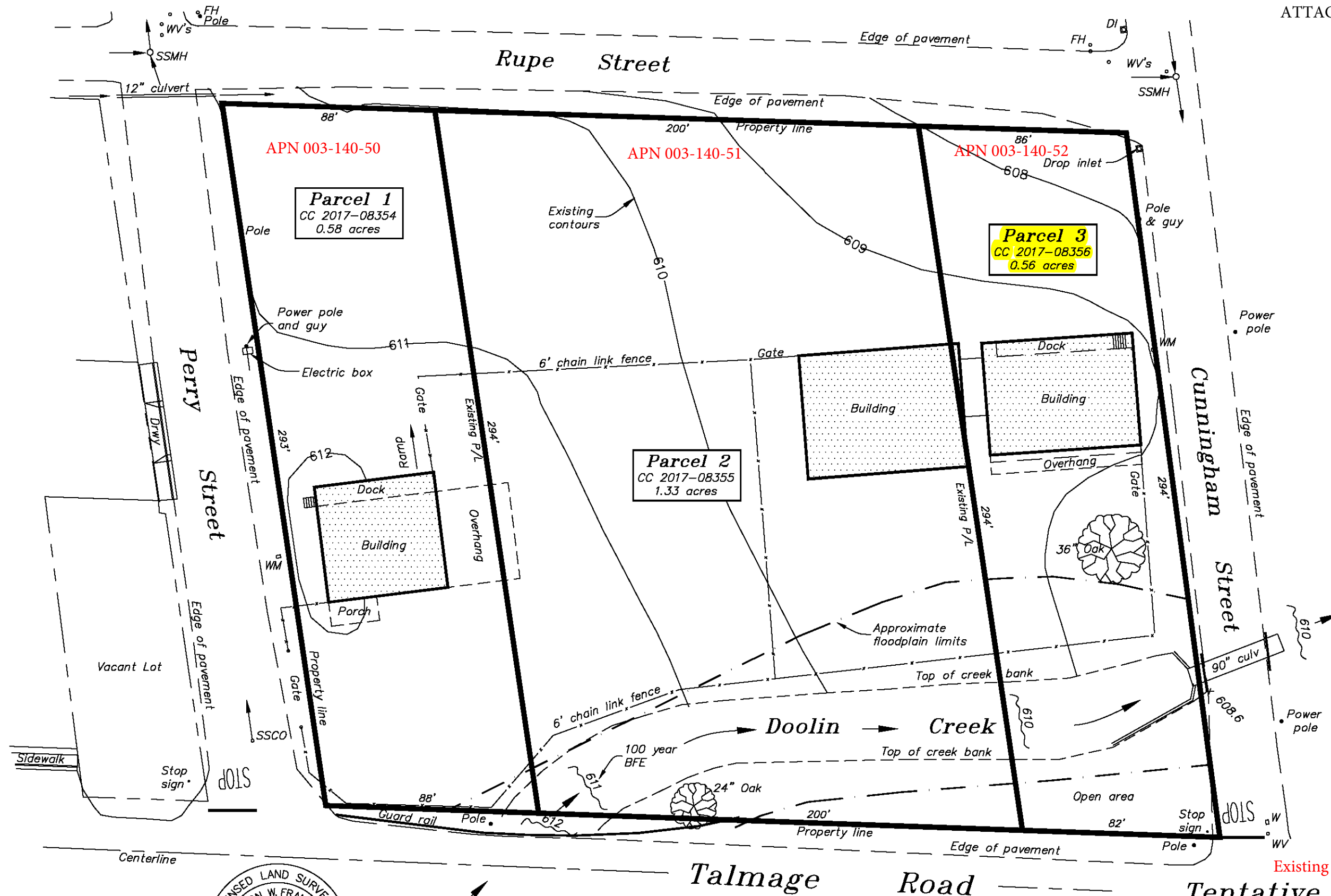
1. The proposed project would be located within an existing building that was constructed prior to the 1996 adoption of the CLUP and the proposed use is consistent with historical uses approved in the past for industrial, manufacturing and retail purposes.
2. It is unreasonable to utilize the Building Code maximum occupancy as the density standard, as it would allow significantly more occupants in the building than was experienced in the past or that is expected with the proposed project. Based on the applicant's number of projected employees and customers, the total credible expected occupancy would be consistent with the Compatibility Zone A density standard. The proposed project would not exceed the density that has historically existed.
3. The proposed project site is surrounded and bounded by existing development similar in use, size and scale.
4. The proposed project would not expose the public to excessive noise and safety hazards associated with airport operations.

ATTACHMENTS

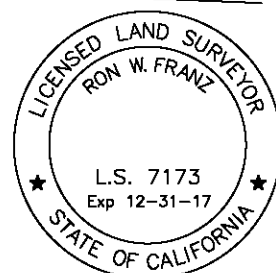
1. Site Plan and Elevations for Heritage Mendocino
2. Mead & Hunt, Inc. Technical Memorandum dated December 13, 2017
3. Mead & Hunt, Inc. Height Restriction Analysis for Heritage Mendocino

JBT Investments LLC
Attn: Joe Thomas
P.O. Box 171
Ukiah, Ca 95482
367-3296

AP 003-140-07
150 Perry Street
2.47 acres



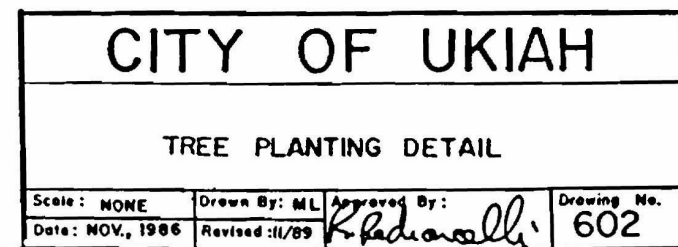
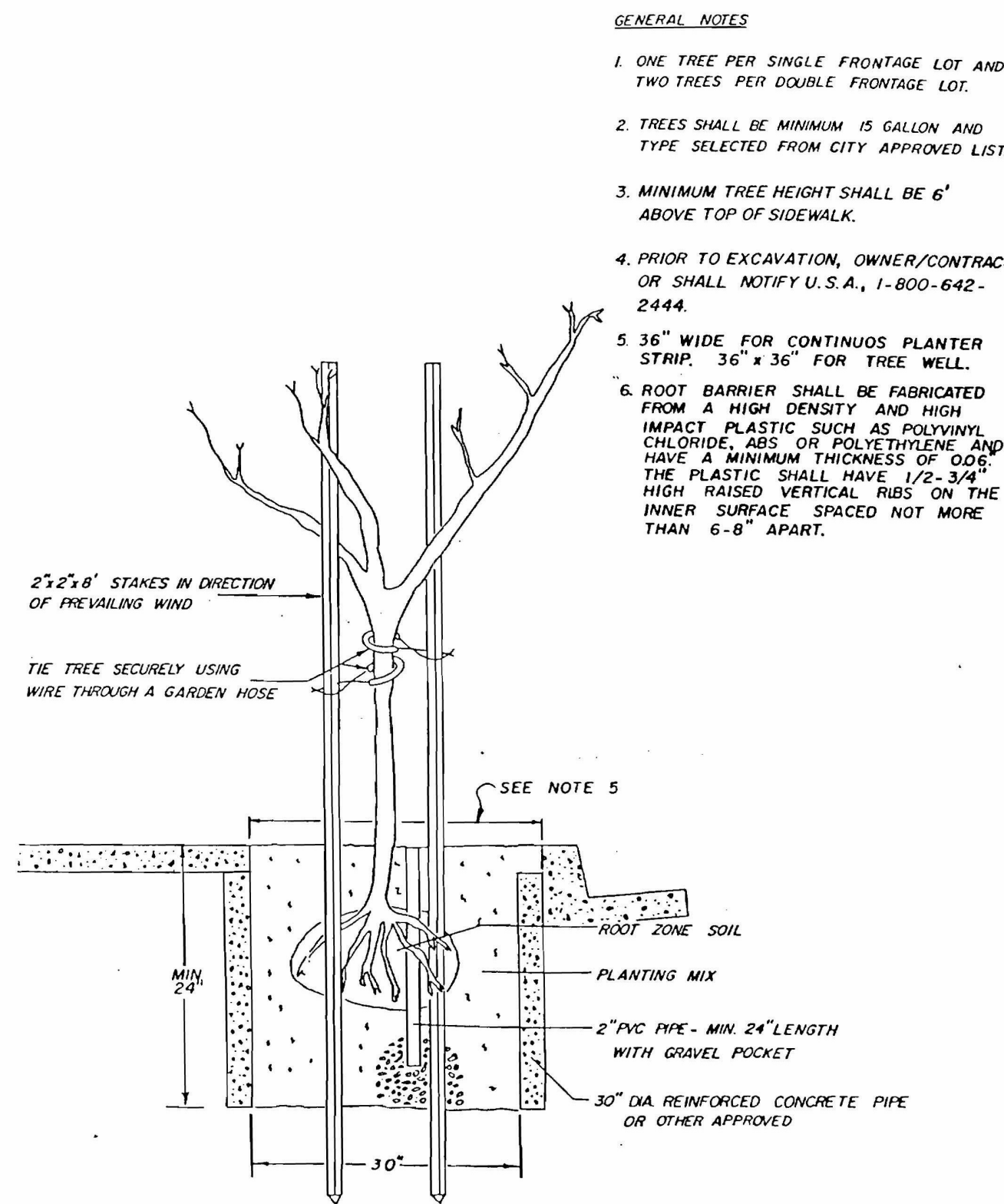
Ron W. Franz RCE, PLS
2335 Appolinaris Drive
Ukiah, CA 95482
707-462-1087



*Tentative Map (Existing)
for a Lot Line Adjustment at
Perry & Cunningham Streets
Sept 11, 2017 -- Scale: 1"=40'*



8/8/2018 7:45:08 AM Z:\PROJECTS 2018\Kyle 10778 Cunningham\drawing\Heritage Mendocino New.rvt



24,325 TOTAL LOT S.F.
(LANDSCAPE: 20% REQUIRED = 4865 S.F.),
-LANDSCAPE:.....5081 S.F.
-PARKING PAVEMENT:4237 S.F.
-CONCRETE ACCESS TO TRASH:1030 S.F.
-SIDEWALK:1635 S.F.
-BUILDING:.....2480 S.F.
-CONCRETE @ ENTRY & ADA PARKING:.... 966 S.F.

NOTES

- THIS PLAN IS DIAGRAMMATIC IN NATURE. LOCATION OF IRRIGATION IN FIELD MAY VARY.
- ALL PIPES, WIRES & VALVES TO BE LOCATED IN PLANTERS WHERE POSSIBLE.
- INCORPORATE COMPOST OR NATURAL FERTILIZER INTO THE SOIL TO MIN. DEPTH OF 8" AT A MIN. RATE OF 6 CUBIC YARDS PER 1,000 SQUARE FEET OR PER SPECIFIC AMENDMENT RECOMMENDATIONS FROM A SOILS LABORATORY REPORT.
- A MIN. OF 3" LAYER OF MULCH SHALL BE APPLIED ON ALL EXPOSED SOIL SURFACES OF PLANTING AREAS EXCEPT IN TURF AREAS, CREEPING OR ROOTING GROUNDCOVERS OR DIRECT SEEDING APPLICATIONS
- IRRIGATION: 1/2" DRIP HOSE

TYPICAL GROUND COVER:

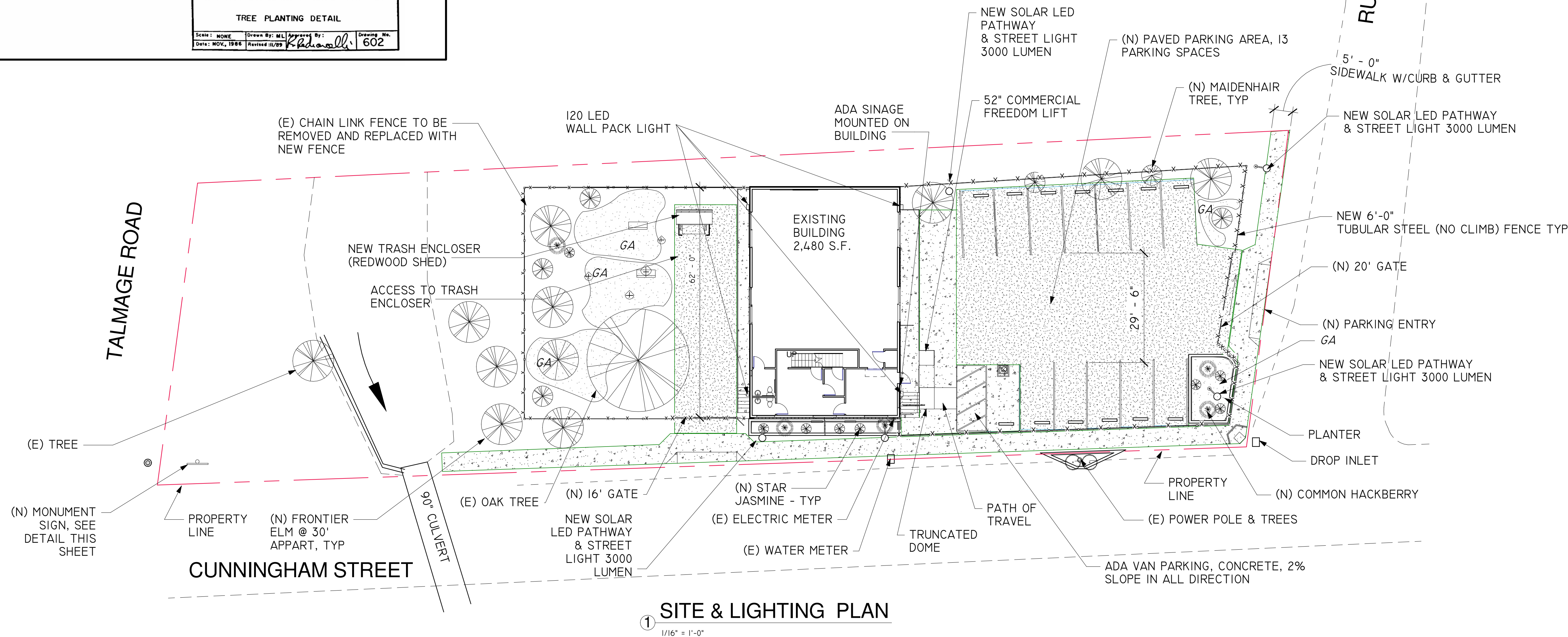
G4 - GAZANIA HYBRID YELLOW/ORANGE (LAWN)

DRAINAGE

ALL DOWN SPOUTS, FOOTING AND FOUNDATION DRAINS SHALL CONNECT TO THE STORM DRAINAGE SYSTEM. U.N.O.

FLATWORK (NEW WORK)

- EXTERIOR CONCRETE (NEW WORK)
- CONCRETE ON 6" CONCRETE BASE ON NON-EXPANSIVE BASE W/ #4 REBAR CONT. ALONG PERIMETER. EDGE FOOTING OF CONCRETE BASE SHALL BE 6" WIDE, WITH 1/8" WIDE CONTROL JOINTS LOCATED EVERY 10' IN BOTH DIRECTIONS AND 1/4" DEEP.
- FINISH GRADE TO SLOPE AWAY FROM FLATWORK @ 1/4" PER FT. PROVIDE 1/2" EXPANSION JOINT W/ FILLER STRIP @ EDGE OF FLAT WORK).
- PROVIDE DECK TO WALL FLASHING. EXTEND FLASHING 4" ABOVE FINISH TERMINATION. TERMINATE WALL FINISH 1-1/2" ABOVE DECK. USE THRESHOLD FLASHING AT DOORS.



NOTE:
SEE SHEET A1.5 FOR SIDEWALK DETAILS



DATE BY									
REVISIONS									
#									
RUFF + ASSOCIATES									
Architecture Planning Development									
100 West Standley Street, Ukiah, CA 95482									
Phone: 707-472-0525 Fax: 707-472-0527									
e-mail: richard@ruffarchitect.com									
COPYRIGHT © BY RUFF + ASSOCIATES. ALL RIGHTS RESERVED.									
CA License # C11736 - B597217									
TENNANT IMPROVEMENT FOR:									
KYLE GREENHALGH									
1078 CUNNINGHAM &									
TALMAGE RD. UKIAH, CA, 95482									
SHEET TITLE									
SITE PLAN									
DRAWN BY ROBOFOX									
CHECKED BY RPR									
DATE CREATED 3/10/18									
DATE ISSUED --									
SCALE AS NOTED									
PAGE									
A0.1									
SHEET OF									



② VIEW FROM RUPE
N.T.S.



① VIEW FROM CUNNINGHAM
N.T.S.



③ VIEW FROM TALMAGE
N.T.S.

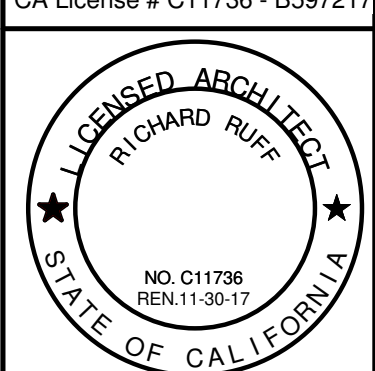
REVISIONS		DATE	BY
#			



RUFF + ASSOCIATES

RUFF + ASSOCIATES
Architecture Planning Development
100 West Standley Street, Ukiah, CA 95482
Phone: 707-472-0525 Fax: 707-472-0527
e-mail: richard@ruffarchitect.com
COPYRIGHT © BY RUFF + ASSOCIATES, ALL RIGHTS RESERVED.

CA License # C11736 - B597217



TENNANT IMPROVEMENT FOR:
KYLE GREENHALGH
1078 CUNNINGHAM &
TALMAGE RD. UKIAH, CA, 95482

SHEET TITLE

RENDERINGS

DRAWN BY *ROBFOX*

CHECKED BY RPR

DATE CREATED 3/10/18

DATE ISSUED --

SCALE AS NOTED

PAGE

A1.7
SHEET OF



Technical Memorandum

To: Craig Schlatter, Community Development Director
City of Ukiah

CC: Greg Owen, Airport Manager
City of Ukiah

From: Ken Brody, Senior Project Manager
Corbett Smith, Airport Planner

Date: December 13, 2017

Subject: Issues Concerning Garton Tractor Building Proposal and ALUCP Policies

* * * * *

In the telephone conversations that we have had with you and Greg Owen, you asked us to address several airport land use compatibility issues concerning the proposed Garton Tractor building to be situated near the Ukiah Municipal Airport. This memo discusses the following questions:

1. What types of should projects go to the ALUC for review?
2. Should this project go to the ALUC?
3. What criteria should apply regarding development in the airport influence area given that the ALUC's compatibility plan for the airport is outdated?
4. What development, if any, is allowed inside of an RPZ?
5. Is there rationale for the City to allow the project if it is redesigned to remain outside of the RPZ but still in Compatibility Zone A*?
6. How should the ALUC and City proceed to update the compatibility plan?

1. Projects Needing ALUC Review

The requirements for ALUC review of individual development projects are primarily spelled out in California state airport land use planning statutes (Public Utilities Code Sections 21676 and 21676.5). Language in the June 1996 *Airport Comprehensive Land Use Plan* adopted by the Mendocino County ALUC echoes these requirements.

Certain types of land use actions always are to be referred to the ALUC. These are ones involving adoption or amendment of a general plan, specific plan, zoning ordinance, or building regulations affecting land within an airport influence area. Zoning ordinance and building regulations variances are also normally considered as actions requiring referral if any airport land use compatibility factor is involved.

Other actions may or may not need to be referred depending on the circumstances. State law requires each local agency having territory within an airport influence area to amend its general plan and applicable specific plans to be consistent with the ALUC's plan or to take steps to overrule the ALUC. Until these plans have been referred to the ALUC and deemed consistent with the compatibility plan, or the local agency has overruled the ALUC with respect to these actions, the ALUC can require all individual development actions within the airport influence area be referred for review (PUC Section

Technical Memorandum

Craig Schlatter

December 13, 2017

Page 2

21676.5(a)). Few ALUCs are this rigorous. In Policy 1.3.3, the Mendocino County ALUC narrows the list of actions required to be referred to just a few:

- (a) Any proposed expansion of a city's sphere of influence.
- (b) Proposed land use project by a government entity which exceeds 10,000 square feet.
- (c) Proposed storage of more than 2,000 gallons of fuel or flammables per parcel in portions of the B Zone not lateral to the runway.
- (d) Reconstruction of existing incompatible development with Compatibility Zone A.
- (e) Any proposed land use action, as determined by the local planning agency, involving a question of compatibility with airport activities.

The Compatibility Plan's list of actions that "local agencies will continue to refer" once the local plans are made consistent is identical (Policy 1.3.4). Based on state law, however, such referral is optional unless agreed upon by the local agency.

Another exception to the Compatibility Plan's referral requirements is provided in Policy 2.1.8. For nonresidential uses, this policy states that "expansion of non-conforming uses up to 20% of the existing structure floor area or 1,000 square feet, whichever is greater, is exempt from ALUC formal consistency review and findings."

2. ALUC Review of Current Project

Our understanding is that the City's action to approve the proposed Garton Tractor building does not require a general plan, specific plan, zoning ordinance, or building regulations amendment or variance. That being the case, the referral is only required for actions in the above list. The proposed project does not explicitly fit into any of these categories.

However, it is a new building, not an expansion of less than 1,000 square feet to an existing building, and thus does not qualify for the exemption under Policy 2.1.8. Further, it is an action affecting Compatibility Zone A that can be construed as expansion within Zone A in accordance with Policy 1.3.3(d), even if not technically "reconstruction." When there is any doubt, Mead & Hunt encourages the local agency to refer the project to the ALUC.

3. Basis for Compatibility Review

This is a topic about which the City Attorney should be asked. We can say, though, that in working with ALUCs in other counties, their legal counsel has typically advised that the ALUC's consistency determinations be based upon the adopted compatibility plan that is in place even when the plan is known to be outdated. Sometimes in their determination, though, an ALUC will make note of these circumstances. So doing can help the local agency in making the findings necessary to overrule the ALUC.

Technical Memorandum

Craig Schlatter

December 13, 2017

Page 3

4. Allowable Development in RPZs

The Runway Protection Zone (RPZ) is a ground level, trapezoidal area at the end of the runway. This area is designated to enhance the protection of people and property on the ground. The FAA recommends that incompatible land uses, objects, and activities not be located inside of an RPZ. The FAA also recommends that an airport operator maintain full control of an RPZ, ideally through fee simple property acquisition. If this is not feasible, land use control may be achieved through the use of easements.

FAA Advisory Circular 150/5300-13A *Airport Design*, states the following land uses are generally permissible:

- Farming that meets specific requirements
- Irrigation channels that meet specific requirements
- Airport service roads, as long as they are not public roads.
- Underground facilities
- Unstaffed navigational aids that are considered fixed-by-function.

The FAA's Memorandum, *Interim Guidance on Land Uses Within a Runway Protection Zone*, dated 9/27/2012, contains additional guidance on land uses that require coordination with the FAA. Table 1 of the memo lists land uses that require coordination with FAA headquarters in Washington D.C. if the proposed land use is to enter the limits of the RPZ. Buildings and structures are one of the listed land uses. If the City wishes to pursue this coordination with FAA headquarters for the placement of a building in the RPZ, there is a specific alternatives analysis that must be documented and presented to the FAA. The alternatives analysis should include:

- A description of each alternative including a narrative discussion and exhibits or figures depicting the alternative.
- Full cost estimates associated with each alternative regardless of potential funding sources.
- A practicability assessment based on the feasibility of the alternative in terms of cost, constructability and other factors.
- Identification of the preferred alternative that would meet the project purpose and need while minimizing risk associated with the location within the RPZ.
- Identification of all Federal, State and local transportation agencies involved or interested in the issue.
- Analysis of the specific portion and percentages of the RPZ affected, drawing a clear distinction between the Central Portion of the RPZ versus the Controlled Activity Area, and clearly delineating the distance from the runway end and runway landing threshold.
- Analysis of (and issues affecting) sponsor control of the land with the RPZ.

Technical Memorandum

Craig Schlatter

December 13, 2017

Page 4

- Any other relevant factors for headquarters considerations.

It is Mead & Hunt's opinion that this effort would be costly, time consuming, and would likely not result in a favorable finding for the project in question.

These standards notwithstanding, the federal government, including the FAA, has no direct authority over local land uses and consequently there isn't an outright prohibition on what land uses can occupy an RPZ. Instead, the FAA uses the grant assurances, which the City agreed to when accepting past FAA grants, as a mechanism for compliance. If the City were to proceed with an action that the FAA determined to violate these grant assurances, there is the potential for the City to be unable to obtain future FAA grants and also the potential requirement to repay past grants.

Table 2A of the ALUCP reflects the FAA standards. The criteria for Compatibility Zone A explicitly prohibits:

- All structures except ones with location set by aeronautical function
- Assemblages of people
- Objects exceeding FAR Part 77 height limits
- Hazards to flight.

Importantly, though, the boundary of Compatibility Zone A does not directly match the limits of the either the present or future RPZ as described below. Instead, it follows the airport property line in the area. Additionally, an A* zone is created to encompass the remainder of the RPZ at this end of the runway. This zone boundary also mostly follows property lines rather than the RPZ boundaries. ALUCP Policy 6.1 recognizes the private ownership of land in Compatibility Zone A*, by stating that "it is the intention of the City of Ukiah to provide long-term control of the land uses within these areas by either acquiring the property in fee or obtaining approach protection easements restricting the type and density of land uses permitted." Unfortunately, the ALUCP does not indicate what criteria should apply within Compatibility Zone A* in the meantime, although presumably the criteria would be those of Zone A.

5. Acceptability of this Project if Not in RPZ

As currently proposed, a small portion (approximately 1,000 square feet) of the Garton Tractor building would fall within the outermost, northeast corner of the present Ukiah Municipal Airport RPZ. The FAA RPZ standards as well as the ALUC's policies regarding Compatibility Zone A would apply. Complicating the situation, however, is that the 2016 Airport Layout Plan (ALP) that both the City and the FAA have approved proposes a future 465-foot northern extension of the runway. The RPZ would shift a corresponding distance, with the result being that, because of the RPZ's trapezoidal shape, the proposed building would fall just outside the edge of the future RPZ.

However, the change to the future RPZ as depicted on the ALP would only occur after the runway end is physically shifted north. Before that can happen, justification must be presented to the FAA that the

Technical Memorandum

Craig Schlatter

December 13, 2017

Page 5

runway should be extended to the north to better suit the aviation users, the environmental review process must be completed, and funding must be approved. Accomplishment of the project is thus undoubtedly many years away. The City therefore needs to continue protecting the present RPZ for the foreseeable future and also to protect the future RPZ in order to preserve the prospects for accomplishing the extension.

Unless the City wishes to go through the process of seeking FAA acceptance of the proposed building or to simply ignore the FAA standards on the basis that the City does not own the property, the primary remaining option is for the building's design to be modified so it falls entirely outside of both RPZs. The modified building would probably still be in Compatibility Zone A* and remain in conflict with the ALUCP criteria for this zone, but it would likely be acceptable in terms of FAA standards. From an FAA perspective, the remaining concern likely would be to ensure that the building is not an airspace obstruction.

Another option, as discussed below, is to update the ALUCP. However, even if the A* zone boundary were to be adjusted to match FAA criteria, a corner of the building would or should be in this zone. Until the proposed runway extension is implemented, the ALUCP should protect for both configurations. Also, any changes to the zone boundaries would still place the building in Compatibility Zone B1 and the criteria for that zone would apply. While our understanding of the proposed use of the new building is that it would be low-intensity, we have not done an evaluation of its consistency with the Compatibility Zone B1 intensity criteria. The project's compliance with one other criterion for this zone—"locate structures maximum distance from extended runway centerline"—could also be debated.

6. Updating the ALUCP

In theory, the ALUCP should have been updated as necessary at the time the new ALP was approved by City and the FAA. As is the case with ALUCs in many counties, however, funding for this task was undoubtedly lacking. The entire ALUCP really needs updating as it is over 20 years old and does not adhere to current Caltrans *Airport Land Use Planning Handbook* guidance or the procedures and criteria adopted by other ALUCs in recent years. We recognize, however, that such an endeavor is well beyond anything being contemplated by the County.

What could be done fairly economically, however, is to simply update the Ukiah Municipal Airport Compatibility Map found on page 3-15 of the ALUCP. If the focus of the update were to be limited just to the areas affected by the runway and RPZ changes and not get into issues of the criteria applied in the zones, this task should involve minimal effort. Some CEQA documentation would nonetheless be necessary, particularly if any locations would be affected by greater restrictions. If you would like, Mead & Hunt would be happy to work with you to define a scope and budget for an update of this type.

Michelle Irace

From: Ken Brody <ken.brody@meadhunt.com>
Sent: Tuesday, August 28, 2018 5:01 PM
To: Michelle Irace
Subject: Allowable Height for Objects on Property at 150 Perry Street

Michelle...

This message documents our conversation today regarding how tall structures and other objects on the above property can be without penetrating the airspace surfaces for the Ukiah Municipal Airport. The analysis is based upon the Federal Aviation Administration Part 77 airspace surfaces as applied to the airport and shown in the approved Airport Layout Plan (ALP) drawing set. Further, because the ALP shows a proposed northward extension of the runway, the Part 77 surfaces are based upon the future runway end. This is true even though the landing threshold for this end of the runway (Runway 15) will remain where the runway currently ends, thus resulting in what is known as a displaced threshold.

In simple terms, the allowable height of an object at any point under the Part 77 surfaces is the difference between the elevation of the specific airspace surface at that point and the ground elevation at that same location. The particular property in question lies beneath the approach surface which slopes upward from a point 200 feet beyond the runway end at a ratio of 34:1 (34 feet horizontally to 1 foot vertically). The calculation methodology is slightly different for points under other surfaces although the allowable height is still represented by the difference between the airspace surface and the ground elevation.

The most restrictive height limit on this property is at the point closest to the runway end which, in this case, is the southeast corner adjacent to the intersection of Cunningham Street and Talmage Road. This point is approximately 880 feet horizontally from the beginning of the 34:1 approach surface. Vertically, the approach surface starts at the same elevation as the runway end which, for Runway 15, is shown on the ALP as being 618.1 feet above mean sea level (MSL). The elevation of the approach surface at the southeast corner of the property is thus $(880/34)+618.1$ or 644.0 feet MSL. Available topo data indicates that the ground elevation at this corner is approximately 610.0 feet MSL, resulting in an allowable object height of 34.0 feet $(644.0-610.0)$.

Because the approach surface is sloped upward and the ground is relatively level, the allowable height increases moving northward farther from the runway end. At the northwest corner of the Parcel 3 portion of the property, 1,200 feet from the runway end and having an elevation of 608.0 feet, the allowable height is 45.4 feet $[(1,200/34)+618.1]-608.0$.

I trust that this message provides the information you need regarding this property, as well as some indication of the methodology involved in the calculation. As always, please don't hesitate to get back in touch with me if you have any questions.

Ken

Kenneth A. Brody | Senior Project Manager, Aviation Services

Mead & Hunt | 1360 19th Hole Drive, Suite 200 | Windsor, CA 95492

Main: 707-526-5010 | Direct: 707-284-8688 | Mobile: 707-479-7920

ken.brody@meadhunt.com | www.meadhunt.com

Resolution Number AC_2018-0004

County of Mendocino
 Ukiah, California
 October 18, 2018

ALUC_2018-0006 – HERITAGE MENDOCINO ACLUP CONSISTENCY DETERMINATION

RESOLUTION OF THE AIRPORT LAND USE COMMISSION, COUNTY OF MENDOCINO, STATE OF CALIFORNIA, FOR AIRPORT COMPREHENSIVE LAND USE PLAN CONSISTENCY DETERMINATION FOR A PROPOSED CANNABIS MICROBUSINESS THAT WOULD INCLUDE DISTRIBUTION, DISPENSARY/RETAIL, MANUFACTURING, AND PROCESSING OF RECREATIONAL AND MEDICINAL PRODUCTS WITHIN AN EXISTING 2,480 SF BUILDING. THE APPLICANT ALSO PROPOSES 5,081 SF OF LANDSCAPING, STREET TREES, AND A 6-FOOT TUBULAR STEEL SECURITY FENCE AROUND THE SITE PERIMETER.

WHEREAS, the applicant, Kyle Greenhalgh (Heritage Mendocino), filed an application on September 7, 2018 for an Airport Comprehensive Land Use Plan Consistency Determination with the Mendocino County Department of Planning and Building Services for a proposed cannabis microbusiness that would include distribution, dispensary/retail, manufacturing, and processing of recreational and medicinal products within an existing 2,480 sq. ft. building. The existing building footprint would not be expanded. Ancillary parking has been proposed for 13 parking spaces within a 4,237 sq. ft. parking lot, along with curb and sidewalk improvements and accessibility upgrades. The proposed project includes building and parking lot lighting and signage. The applicant has also proposed 5,081 sq. ft. of landscaping, street trees, and a 6 ft. tubular steel security fence around the site perimeter, in the City of Ukiah, lying on the west side of Cunningham St., at its intersection with Talmage Rd., located at 1076 Cunningham St., Ukiah (APN: 003-140-52) (the "Project"); and

WHEREAS, in accordance with applicable provisions of law at a duly noticed public hearing on October 18, 2018, the Mendocino County Airport Land Use Commission reviewed Case# ALUC_2018-0006 for consistency with the Mendocino County Airport Comprehensive Land Use Plan (the "ACLUP") at which time the Airport Land Use Commission heard and received all relevant testimony and evidence presented orally or in writing regarding the Project. All interested persons were given an opportunity to hear and be heard regarding the Project; and

WHEREAS, on October 18, 2018, the Airport Land Use Commission, approved a motion finding the Project to be inconsistent with the ACLUP; and

WHEREAS, the Airport Land Use Commission has had an opportunity to review this Resolution and finds that it accurately sets forth the intentions of the Airport Land Use Commission regarding the Project.

NOW, THEREFORE, BE IT RESOLVED, that based on the evidence in the record, the Airport Land Use Commission makes the following findings and determinations:

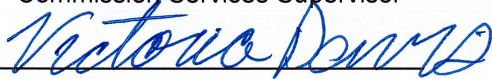
1. **Findings of Inconsistency with the Airport Comprehensive Land Use Plan (ACLUP):** The proposed Project is not consistent with the ACLUP. The Project site is located in Airport Compatibility Zone A* of the Mendocino County Airport Comprehensive Land Use Plan, which is the zone most restrictive of land uses. The asterisk in "Zone A" indicates those properties are intended to be acquired by the City of Ukiah either in fee or controlled by obtaining approach protection easements. Overall, Zone A is intended to be restricted to uses which promote the most unobstructed, open land (e.g., pastures, field crops, automobile parking, as shown in Table 2A). Pursuant to Table 2A of the ACLUP, properties within Zone A are to preserve all remaining open land, and the only permissible structures are those with a location set by their aeronautical

function. Although the Project would occupy a pre-existing structure, it would introduce a land use (i.e. commercial retail/light industrial) that is not permissible in Zone A* pursuant to Table 2A of the ACLUP. In addition, Appendix D of the ACLUP identifies the proposed commercial and industrial uses as incompatible in Zone A. Therefore, the project is inconsistent with the ACLUP.

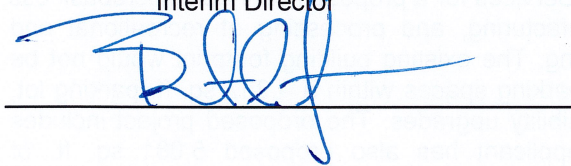
BE IT FURTHER RESOLVED that the Airport Land Use Commission designates the Commissions Services Supervisor as the custodian of the document and other material which constitutes the record of proceedings upon which the Airport Land Use Commission determination herein is based. These documents may be found at the office of the County of Mendocino Planning and Building Services, 860 North Bush Street, Ukiah, CA 95482.

I hereby certify that according to the Provisions of Government Code Section 25103 delivery of this document has been made.

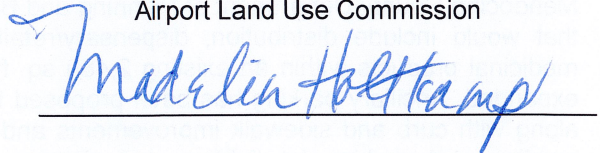
ATTEST: VICTORIA DAVIS
Commission Services Supervisor

By: 

BY: BRENT SCHULTZ
Interim Director



MADELIN HOLTKAMP, Acting Chair
Airport Land Use Commission



**PROPOSED RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF UKIAH OVERRULING FINDING OF
MENDOCINO COUNTY AIRPORT LAND USE
COMMISSION**

WHEREAS:

1. On October 18, 2018, the Mendocino County Airport Land Use Commission (“ALUC”) adopted Resolution No. ALUC_2018-0006- Heritage Mendocino ACLUP Consistency Determination (“Consistency Determination”); and
2. The Consistency Determination found that the Heritage Mendocino project, as proposed (the “project”), is inconsistent with the Mendocino County Airport Land Use Plan (the “ACLUP”) for the Ukiah Municipal Airport, because although the Project would occupy a pre-existing structure, it would introduce a land use (i.e. commercial retail/light industrial) that is not permissible in the A* Zone pursuant to Table 2A of the ACLUP. In addition, Appendix D of the ACLUP identifies the proposed commercial and industrial uses as incompatible in Zone A.
3. The City Council directed the Director to prepare the proposed decision to overrule the Consistency Determination based on ultimate findings that:
 - a. The project is not inconsistent with the restrictions in the A* zone given that the proposed project would be located within an existing building that was constructed in the early 1950s, prior to the 1996 adoption of the ACLUP, and the proposed use is consistent with historical uses approved in the past for industrial, manufacturing and retail purposes.
 - b. The project site is currently surrounded by similar industrial, manufacturing and retail uses.
 - c. The FAA has determined that the existing building would pose no hazard to air navigation. In addition, the technical memorandum prepared by Mead & Hunt concluded that the existing building is well below the allowable structure height based on Federal Aviation Administration Part 77 airspace surfaces for the Ukiah Municipal Airport.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The City Council adopts the findings contained in Attachment 1.
2. The City Council directs the Director to proceed with the Overrule process.
3. The City Council directs the Director to provide the California Department of Transportation, Division of Aeronautics (“Division”) and the ALUC with notice of this proposed decision overruling the Consistency Determination no less than 45 days before a public hearing is scheduled before the City Council on

the proposed overrule of the project; and the Division and ALUC have 30 days from date they are served with this Proposed Decision to file with the City Clerk any comments they may have about the proposed decision.

4. Based on the findings in Attachment 1 and the ultimate findings in Recital No. 5, the City Council finds that the project:

(1) is not inconsistent with the restrictions in the A* zone given that the proposed project would be located within an existing building that was constructed in the early 1950s, prior to the 1996 adoption of the ACLUP, and the proposed use is consistent with historical uses approved in the past for industrial, manufacturing and retail purposes; and
(2) will minimize the public's exposure to excessive noise and safety hazards within the area where the project is located.

5. Based on the findings in Nos. 1 through 5 above, the City Council overrules the ALUC Consistency Determination for the Heritage Mendocino project.

PASSED AND ADOPTED this ___th day of _____ 2019, by the following roll call vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk

ATTACHMENT 1

FINDINGS FOR PROPOSED UKIAH CITY COUNCIL OVERRULE OF MENDOCINO COUNTY AIRPORT LAND USE COMMISSION DETERMINATION OF INCONSISTENCY WITH REGARD TO PROPOSED HERITAGE MENDOCINO CANNABIS MICROBUSINESS PROEJCT

1. The *Mendocino County Airport Comprehensive Land Use Plan* (ACLUP) was adopted by the Mendocino County Airport Land Use Commission (ALUC) in 1993 and revised in 1996. This countywide document contains the individual plans for each of the airports in the county, including Ukiah Municipal Airport (UKI). A policy amendment pertaining only to UKI was made in 2010 (the amendment concerned public facility buildings).
2. The ACLUP Compatibility Map for UKI is based upon the 1996 UKI Airport Layout Plan (ALP). That ALP shows the existing north end of the runway (Runway 15) as relocated 585 feet from the physical end of the pavement. This configuration matches the way that the runway exists today. The 1996 ALP indicates that the existing Runway Protection Zone (RPZ) for Runway 15 had dimensions of 500 feet width at the inner end, 1,700 feet length, and 1,010 feet width at the outer end. These dimensions match the Federal Aviation Administration (FAA) airport design standards which were in place at that time for runways in the UKI runway category and having a nonprecision approach.
3. The UKI ALP was updated in 2015. This newer ALP depicts both the existing and a proposed future configuration for the north end of the runway. The future configuration would utilize pavement that already exists to shift the runway end 465 feet northward, thereby increasing the runway length by that amount. The landing threshold would remain where the runway now ends, thus creating a 465-foot displaced threshold. The 2015 ALP shows the existing RPZ as having dimensions of 500 feet width at the inner end, 1,000 feet length, and 700 feet width at the outer end. This reduction in the RPZ dimensions reflects a change in FAA design standards since 1996, not any difference in the type of approach to Runway 15. The future RPZ would keep the same dimensions, but would shift 465 feet northward as dictated by the proposed runway end shift. The ALUC has not updated the UKI ACLUP to reflect these changes.
4. The 1993/96 ACLUP establishes two compatibility zones encompassing the RPZ depicted on the 1996 ALP. Compatibility Zone A is the portion of the RPZ that is on airport property. Compatibility Zone A* contains privately owned parcels that are at least partly within the 1996 RPZ. The City of Ukiah owns avigation easements on each of these parcels. The compatibility criteria for both zones prohibit all new structures and any use that would have more than 10 people per acre. Adjoining Compatibility Zone A* and falling almost entirely outside of the 1996 RPZ or either of the 2015 RPZs is Compatibility Zone B1 (the two very small outer corners of the 1996 RPZ that extend into Compatibility Zone B1 are within public street rights-of-way). Compatibility criteria for this zone limit nonresidential uses to no more than 60 people per acre and prohibit risk-sensitive uses such as schools and hospitals, highly noise-sensitive uses, and uses where highly flammable materials are stored.
5. The Heritage Mendocino property lies fully within Compatibility Zone A*. The RPZ identified in the 2015 ALP immediately borders the parcel to the southwest of the property, however no portion of the property nor the existing building is located within the RPZ. In addition, the subject parcel was not included in the 1996 RPZ. Heritage Mendocino proposes a cannabis microbusiness that would include distribution, dispensary/retail, manufacturing, and

processing of recreational and medicinal products within an existing 2,480 sf, 20 ft high building along the northern side of the property. The property and building have been historically used in the past for industrial, manufacturing and retail purposes similar to that proposed by the applicant. According to the applicant, the business is anticipated to have up to 5 employees, working at different times and not to exceed three employees at any one time, and two customers. Therefore, the business does not anticipate having more than 5 persons on site at any one time. The site and existing building have historically been occupied with industrial and manufacturing uses with 5-8 employees and 1-5 customers.

6. If the Compatibility Zone A* boundary were to coincide with the combined outline of the 2015 existing and future RPZs, the proposed building would be within Compatibility Zone B1 and would meet the 1993/96 ACLUP compatibility criteria for that zone.
7. Safety compatibility guidelines contained within the 2011 Caltrans *Airport Land Use Planning Handbook* (Handbook) are also relevant to the proposed Heritage Mendocino project, especially because the UKI ACLUP has not been updated to be based upon the adopted UKI ALP as state law says it should be. Figure 3A of the Handbook depicts example safety compatibility zones. Example 2, for medium general aviation runways (ones having a length of 4,000 to 5,999 feet), is most applicable to UKI's 4,423-foot existing and 4,888-foot proposed future lengths. However, as stated in Note 1 of Figure 3A, the example Zone 1 boundaries are intended to reflect F AA dimensions for RPZs and may need to be adjusted from the example's dimensions to match the actual RPZ dimensions for a particular airport. On this basis, the site of the existing building would be within Handbook Safety Zone 2 for both the existing and future UKI runway configurations. Handbook guidelines for suburban-area development in Safety Zone 2 recommend limits of 40 to 60 people per average acre of the property with no more than 80 to 120 people within any single acre. The occupancy of the existing building that would be utilized by Heritage Mendocino would be well within these guidelines.
8. On August 21, 2018 Form 7460 was submitted to the FAA to notify the agency about the project. The FAA conducted an aeronautical study of the existing structure and made a determination that it would pose no hazard to air navigation (letter dated 10/19/2018).
9. To summarize, an overrule of the ALUC is justified because:
 - a. The Mendocino County ALUC has not updated the *Airport Comprehensive Land Use Plan* for the Ukiah Municipal Airport adopted in 1993 and amended in 1996 and 2010 to reflect Runway Protection Zone dimensions shown on the 2015 Airport Layout Plan.
 - b. The proposed project would be located within an existing building that was constructed in the early 1950s, prior to the 1996 adoption of the ACLUP and the proposed use is consistent with historical uses approved in the past for industrial, manufacturing and retail purposes.
 - c. The project site is currently surrounded by similar industrial, manufacturing and retail uses.
 - d. The proposed Heritage Mendocino project would be located in an existing building, and would not be situated within either the existing or future Runway Protection Zones depicted on the 2015 Airport Layout Plan.
 - e. If the ALUC were to modify the *Airport Comprehensive Land Use Plan* so that the boundaries of Compatibility Zone A* were to match those of the existing and future Runway Protection Zone dimensions on the 2015 Airport Layout Plan, the site of the existing building would fall within Compatibility Zone B1 and would be consistent with the criteria for that zone.

- f. Absent a current *Airport Comprehensive Land Use Plan* for the Ukiah Municipal Airport, consideration should be given to the safety compatibility guidance provided in the 2011 Caltrans *Airport Land Use Planning Handbook*. The existing building falls within the Handbook's example Safety Zone 2 for a medium general aviation runway and the building's proposed usage would be consistent with the guideline safety criteria for that zone.
- g. The FAA has determined that the existing building would pose no hazard to air navigation.



November 8, 2018

California Department of Transportation
Division of Aeronautics
Attn: Jeff Brown, Chief
MS 40 P.O. Box 942874
Sacramento, CA 94274-0001

Dear Mr. Brown:

At the November 7, 2018 meeting of the Ukiah City Council, the City Council directed City staff to proceed with the overrule of the Mendocino County Airport Land Use Commission's October 18, 2018 determination of inconsistency with the Mendocino County Airport Comprehensive Land Use Plan for the Heritage Mendocino Cannabis Microbusiness Project, located at 1076 Cunningham Street (previously 150 Perry Street).

In accordance with Public Utilities Code and the California Airport Land Use Planning Handbook, the City of Ukiah Community Development Department is submitting a copy of the following for comment:

- Draft resolution of the proposed overrule decision
- Attachment 1 to draft resolution- Findings supporting the proposed overrule

The Caltrans Division of Aeronautics has **30 days** from the date of receipt of this letter to submit comments on the proposed overrule decision and/or the findings. If the Division does not submit comments within this time period, comments will not be considered during the City Council overrule public hearing.

Sincerely,

Craig Schlatter
Director of Community Development

Enclosures: (2)

CC: Kyle Greenhalgh, Applicant, Heritage Mendocino
Joe Thomas, Property Owner, 1076 Cunningham Street
Sage Sangiacomo, City Manager
David Rapport, City Attorney
Greg Owen, Airport Manager

**PROPOSED RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF UKIAH OVERRULING FINDING OF
MENDOCINO COUNTY AIRPORT LAND USE
COMMISSION**

WHEREAS:

1. On October 18, 2018, the Mendocino County Airport Land Use Commission ("ALUC") adopted Resolution No. ALUC_2018-0006- Heritage Mendocino ACLUP Consistency Determination ("Consistency Determination"); and
2. The Consistency Determination found that the Heritage Mendocino project, as proposed (the "project"), is inconsistent with the Mendocino County Airport Land Use Plan (the "ACLUP") for the Ukiah Municipal Airport, because although the Project would occupy a pre-existing structure, it would introduce a land use (i.e. commercial retail/light industrial) that is not permissible in the A* Zone pursuant to Table 2A of the ACLUP. In addition, Appendix D of the ACLUP identifies the proposed commercial and industrial uses as incompatible in Zone A.
3. The City Council directed the Director to prepare the proposed decision to overrule the Consistency Determination based on ultimate findings that:
 - a. The project is not inconsistent with the restrictions in the A* zone given that the proposed project would be located within an existing building that was constructed in the early 1950s, prior to the 1996 adoption of the ACLUP, and the proposed use is consistent with historical uses approved in the past for industrial, manufacturing and retail purposes.
 - b. The project site is currently surrounded by similar industrial, manufacturing and retail uses.
 - c. The FAA has determined that the existing building would pose no hazard to air navigation. In addition, the technical memorandum prepared by Mead & Hunt concluded that the existing building is well below the allowable structure height based on Federal Aviation Administration Part 77 airspace surfaces for the Ukiah Municipal Airport.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The City Council adopts the findings contained in Attachment 1.
2. The City Council directs the Director to proceed with the Overrule process.
3. The City Council directs the Director to provide the California Department of Transportation, Division of Aeronautics ("Division") and the ALUC with notice of this proposed decision overruling the Consistency Determination no less than 45 days before a public hearing is scheduled before the City Council on

the proposed overrule of the project; and the Division and ALUC have 30 days from date they are served with this Proposed Decision to file with the City Clerk any comments they may have about the proposed decision.

4. Based on the findings in Attachment 1 and the ultimate findings in Recital No. 5, the City Council finds that the project:

(1) is not inconsistent with the restrictions in the A* zone given that the proposed project would be located within an existing building that was constructed in the early 1950s, prior to the 1996 adoption of the ACLUP, and the proposed use is consistent with historical uses approved in the past for industrial, manufacturing and retail purposes; and

(2) will minimize the public's exposure to excessive noise and safety hazards within the area where the project is located.

5. Based on the findings in Nos. 1 through 5 above, the City Council overrules the ALUC Consistency Determination for the Heritage Mendocino project.

PASSED AND ADOPTED this ___th day of _____, 2018, by the following roll call vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Kevin Doble, Mayor

ATTEST:

Kristine Lawler, City Clerk

**FINDINGS FOR
PROPOSED UKIAH CITY COUNCIL OVERRULE OF
MENDOCINO COUNTY AIRPORT LAND USE COMMISSION
DETERMINATION OF INCONSISTENCY WITH REGARD TO
PROPOSED HERITAGE MENDOCINO CANNABIS MICROBUSINESS PROEJCT**

1. The *Mendocino County Airport Comprehensive Land Use Plan* (ACLUP) was adopted by the Mendocino County Airport Land Use Commission (ALUC) in 1993 and revised in 1996. This countywide document contains the individual plans for each of the airports in the county, including Ukiah Municipal Airport (UKI). A policy amendment pertaining only to UKI was made in 2010 (the amendment concerned public facility buildings).
2. The ACLUP Compatibility Map for UKI is based upon the 1996 UKI Airport Layout Plan (ALP). That ALP shows the existing north end of the runway (Runway 15) as relocated 585 feet from the physical end of the pavement. This configuration matches the way that the runway exists today. The 1996 ALP indicates that the existing Runway Protection Zone (RPZ) for Runway 15 had dimensions of 500 feet width at the inner end, 1,700 feet length, and 1,010 feet width at the outer end. These dimensions match the Federal Aviation Administration (FAA) airport design standards which were in place at that time for runways in the UKI runway category and having a nonprecision approach.
3. The UKI ALP was updated in 2015. This newer ALP depicts both the existing and a proposed future configuration for the north end of the runway. The future configuration would utilize pavement that already exists to shift the runway end 465 feet northward, thereby increasing the runway length by that amount. The landing threshold would remain where the runway now ends, thus creating a 465-foot displaced threshold. The 2015 ALP shows the existing RPZ as having dimensions of 500 feet width at the inner end, 1,000 feet length, and 700 feet width at the outer end. This reduction in the RPZ dimensions reflects a change in FAA design standards since 1996, not any difference in the type of approach to Runway 15. The future RPZ would keep the same dimensions, but would shift 465 feet northward as dictated by the proposed runway end shift. The ALUC has not updated the UKI ACLUP to reflect these changes.
4. The 1993/96 ACLUP establishes two compatibility zones encompassing the RPZ depicted on the 1996 ALP. Compatibility Zone A is the portion of the RPZ that is on airport property. Compatibility Zone A* contains privately owned parcels that are at least partly within the 1996 RPZ. The City of Ukiah owns avigation easements on each of these parcels. The compatibility criteria for both zones prohibit all new structures and any use that would have more than 10 people per acre. Adjoining Compatibility Zone A* and falling almost entirely outside of the 1996 RPZ or either of the 2015 RPZs is Compatibility Zone B1 (the two very small outer corners of the 1996 RPZ that extend into Compatibility Zone B1 are within public street rights-of-way). Compatibility criteria for this zone limit nonresidential uses to no more than 60 people per acre and prohibit risk-sensitive uses such as schools and hospitals, highly noise-sensitive uses, and uses where highly flammable materials are stored.
5. The Heritage Mendocino property lies fully within Compatibility Zone A*. The RPZ identified in the 2015 ALP immediately borders the parcel to the southwest of the property, however no portion of the property nor the existing building is located within the RPZ. In addition, the subject parcel was not included in the 1996 RPZ. Heritage Mendocino proposes a cannabis microbusiness that would include distribution, dispensary/retail, manufacturing, and

processing of recreational and medicinal products within an existing 2,480 sf, 20 ft high building along the northern side of the property. The property and building have been historically used in the past for industrial, manufacturing and retail purposes similar to that proposed by the applicant. According to the applicant, the business is anticipated to have up to 5 employees, working at different times and not to exceed three employees at any one time, and two customers. Therefore, the business does not anticipate having more than 5 persons on site at any one time. The site and existing building have historically been occupied with industrial and manufacturing uses with 5-8 employees and 1-5 customers.

6. If the Compatibility Zone A* boundary were to coincide with the combined outline of the 2015 existing and future RPZs, the proposed building would be within Compatibility Zone B1 and would meet the 1993/96 ACLUP compatibility criteria for that zone.
7. Safety compatibility guidelines contained within the 2011 Caltrans *Airport Land Use Planning Handbook* (Handbook) are also relevant to the proposed Heritage Mendocino project, especially because the UKI ACLUP has not been updated to be based upon the adopted UKI ALP as state law says it should be. Figure 3A of the Handbook depicts example safety compatibility zones. Example 2, for medium general aviation runways (ones having a length of 4,000 to 5,999 feet), is most applicable to UKI's 4,423-foot existing and 4,888-foot proposed future lengths. However, as stated in Note 1 of Figure 3A, the example Zone 1 boundaries are intended to reflect F AA dimensions for RPZs and may need to be adjusted from the example's dimensions to match the actual RPZ dimensions for a particular airport. On this basis, the site of the existing building would be within Handbook Safety Zone 2 for both the existing and future UKI runway configurations. Handbook guidelines for suburban-area development in Safety Zone 2 recommend limits of 40 to 60 people per average acre of the property with no more than 80 to 120 people within any single acre. The occupancy of the existing building that would be utilized by Heritage Mendocino would be well within these guidelines.
8. On August 21, 2018 Form 7460 was submitted to the FAA to notify the agency about the project. The FAA conducted an aeronautical study of the existing structure and made a determination that it would pose no hazard to air navigation (letter dated 10/19/2018).
9. To summarize, an overrule of the ALUC is justified because:
 - a. The Mendocino County ALUC has not updated the *Airport Comprehensive Land Use Plan* for the Ukiah Municipal Airport adopted in 1993 and amended in 1996 and 2010 to reflect Runway Protection Zone dimensions shown on the 2015 Airport Layout Plan.
 - b. The proposed project would be located within an existing building that was constructed in the early 1950s, prior to the 1996 adoption of the ACLUP and the proposed use is consistent with historical uses approved in the past for industrial, manufacturing and retail purposes.
 - c. The project site is currently surrounded by similar industrial, manufacturing and retail uses.
 - d. The proposed Heritage Mendocino project would be located in an existing building, and would not be situated within either the existing or future Runway Protection Zones depicted on the 2015 Airport Layout Plan.
 - e. If the ALUC were to modify the *Airport Comprehensive Land Use Plan* so that the boundaries of Compatibility Zone A* were to match those of the existing and future Runway Protection Zone dimensions on the 2015 Airport Layout Plan, the site of the existing building would fall within Compatibility Zone B1 and would be consistent with the criteria for that zone.

- f. Absent a current *Airport Comprehensive Land Use Plan* for the Ukiah Municipal Airport, consideration should be given to the safety compatibility guidance provided in the 2011 Caltrans *Airport Land Use Planning Handbook*. The existing building falls within the Handbook's example Safety Zone 2 for a medium general aviation runway and the building's proposed usage would be consistent with the guideline safety criteria for that zone.
- g. The FAA has determined that the existing building would pose no hazard to air navigation.

Michelle Irace

From: TrackingUpdates@fedex.com
Sent: Friday, November 9, 2018 9:34 AM
To: Michelle Irace
Subject: FedEx Shipment 783677289091 Delivered

This tracking update has been requested by:

Name: City Of Ukiah
E-mail: mirace@cityofukiah.com

Our records indicate that the following shipment has been delivered:

Ship date: Nov 8, 2018
Signed for by: N.NEWMAN
Delivery location: Sacramento, CA
Delivered to: Shipping/Receiving
Delivery date: Fri, 11/9/2018 9:29 am
Service type: FedEx Priority Overnight®
Packaging type: FedEx® Envelope
Number of pieces: 1
Weight: 0.50 lb.
Special handling/Services: Deliver Weekday
Standard transit: 11/9/2018 by 10:30 am

Tracking number: 783677289091

Shipper Information	Recipient Information
UKIAH	Sacramento
CA	CA
US	US

Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 11:33 AM CST on 11/09/2018.

All weights are estimated.

The shipment is scheduled for delivery on or before the scheduled delivery displayed above. FedEx does not determine money-back guarantee or delay claim requests based on the scheduled delivery. Please see the FedEx Service Guide for terms and conditions of service, including the FedEx Money-Back Guarantee, or contact your FedEx customer support representative.

To track the status of this shipment online, please use the following:

<https://www.fedex.com/apps/fedextrack/?action=track&tracknumbers=783677289091&language=en&opco=FX&clientype=ivothor>

Standard transit is the date and time the package is scheduled to be delivered by, based on the selected service, destination and ship date. Limitations and exceptions may apply. Please see the FedEx Service Guide for terms and conditions of service, including the FedEx Money-Back Guarantee, or contact your FedEx Customer Support representative.

© 2018 Federal Express Corporation. The content of this message is protected by copyright and trademark laws under U.S. and international law. You can access our privacy policy by searching the term on fedex.com. All rights reserved.

Thank you for your business.



November 8, 2018

Mendocino County Airport Land Use Commission
C/O Keith Gronendyke, Mendocino County Staff Planner
Department of Planning and Building Services
860 N Bush St
Ukiah, CA 95482

Dear Commissioners:

At the November 7, 2018 meeting of the Ukiah City Council, the City Council directed City staff to proceed with the overrule of the Mendocino County Airport Land Use Commission's October 18, 2018 determination of inconsistency with the Mendocino County Airport Comprehensive Land Use Plan for the Heritage Mendocino Cannabis Microbusiness Project, located at 1076 Cunningham Street (previously 150 Perry Street).

In accordance with Public Utilities Code and the California Airport Land Use Planning Handbook, the City of Ukiah Community Development Department is submitting a copy of the following for comment:

- Draft resolution of the proposed overrule decision
- Attachment 1 to draft resolution- Findings supporting the proposed overrule

The Caltrans Division of Aeronautics has **30 days** from the date of receipt of this letter to submit comments on the proposed overrule decision and/or the findings. If the Division does not submit comments within this time period, comments will not be considered during the City Council overrule public hearing.

Sincerely,

Craig Schlatter
Director of Community Development

Enclosures: (2)

CC: Kyle Greenhalgh, Applicant, Heritage Mendocino
Joe Thomas, Property Owner, 1076 Cunningham Street
Sage Sangiacomo, City Manager
David Rapport, City Attorney
Greg Owen, Airport Manager

**PROPOSED RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF UKIAH OVERRULING FINDING OF
MENDOCINO COUNTY AIRPORT LAND USE
COMMISSION**

WHEREAS:

1. On October 18, 2018, the Mendocino County Airport Land Use Commission ("ALUC") adopted Resolution No. ALUC_2018-0006- Heritage Mendocino ACLUP Consistency Determination ("Consistency Determination"); and
2. The Consistency Determination found that the Heritage Mendocino project, as proposed (the "project"), is inconsistent with the Mendocino County Airport Land Use Plan (the "ACLUP") for the Ukiah Municipal Airport, because although the Project would occupy a pre-existing structure, it would introduce a land use (i.e. commercial retail/light industrial) that is not permissible in the A* Zone pursuant to Table 2A of the ACLUP. In addition, Appendix D of the ACLUP identifies the proposed commercial and industrial uses as incompatible in Zone A.
3. The City Council directed the Director to prepare the proposed decision to overrule the Consistency Determination based on ultimate findings that:
 - a. The project is not inconsistent with the restrictions in the A* zone given that the proposed project would be located within an existing building that was constructed in the early 1950s, prior to the 1996 adoption of the ACLUP, and the proposed use is consistent with historical uses approved in the past for industrial, manufacturing and retail purposes.
 - b. The project site is currently surrounded by similar industrial, manufacturing and retail uses.
 - c. The FAA has determined that the existing building would pose no hazard to air navigation. In addition, the technical memorandum prepared by Mead & Hunt concluded that the existing building is well below the allowable structure height based on Federal Aviation Administration Part 77 airspace surfaces for the Ukiah Municipal Airport.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The City Council adopts the findings contained in Attachment 1.
2. The City Council directs the Director to proceed with the Override process.
3. The City Council directs the Director to provide the California Department of Transportation, Division of Aeronautics ("Division") and the ALUC with notice of this proposed decision overruling the Consistency Determination no less than 45 days before a public hearing is scheduled before the City Council on

the proposed overrule of the project; and the Division and ALUC have 30 days from date they are served with this Proposed Decision to file with the City Clerk any comments they may have about the proposed decision.

4. Based on the findings in Attachment 1 and the ultimate findings in Recital No. 5, the City Council finds that the project:

(1) is not inconsistent with the restrictions in the A* zone given that the proposed project would be located within an existing building that was constructed in the early 1950s, prior to the 1996 adoption of the ACLUP, and the proposed use is consistent with historical uses approved in the past for industrial, manufacturing and retail purposes; and

(2) will minimize the public's exposure to excessive noise and safety hazards within the area where the project is located.

5. Based on the findings in Nos. 1 through 5 above, the City Council overrules the ALUC Consistency Determination for the Heritage Mendocino project.

PASSED AND ADOPTED this ___th day of _____ 2018, by the following roll call vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Kevin Doble, Mayor

ATTEST:

Kristine Lawler, City Clerk

**FINDINGS FOR
PROPOSED UKIAH CITY COUNCIL OVERRULE OF
MENDOCINO COUNTY AIRPORT LAND USE COMMISSION
DETERMINATION OF INCONSISTENCY WITH REGARD TO
PROPOSED HERITAGE MENDOCINO CANNABIS MICROBUSINESS PROEJCT**

1. The *Mendocino County Airport Comprehensive Land Use Plan* (ACLUP) was adopted by the Mendocino County Airport Land Use Commission (ALUC) in 1993 and revised in 1996. This countywide document contains the individual plans for each of the airports in the county, including Ukiah Municipal Airport (UKI). A policy amendment pertaining only to UKI was made in 2010 (the amendment concerned public facility buildings).
2. The ACLUP Compatibility Map for UKI is based upon the 1996 UKI Airport Layout Plan (ALP). That ALP shows the existing north end of the runway (Runway 15) as relocated 585 feet from the physical end of the pavement. This configuration matches the way that the runway exists today. The 1996 ALP indicates that the existing Runway Protection Zone (RPZ) for Runway 15 had dimensions of 500 feet width at the inner end, 1,700 feet length, and 1,010 feet width at the outer end. These dimensions match the Federal Aviation Administration (FAA) airport design standards which were in place at that time for runways in the UKI runway category and having a nonprecision approach.
3. The UKI ALP was updated in 2015. This newer ALP depicts both the existing and a proposed future configuration for the north end of the runway. The future configuration would utilize pavement that already exists to shift the runway end 465 feet northward, thereby increasing the runway length by that amount. The landing threshold would remain where the runway now ends, thus creating a 465-foot displaced threshold. The 2015 ALP shows the existing RPZ as having dimensions of 500 feet width at the inner end, 1,000 feet length, and 700 feet width at the outer end. This reduction in the RPZ dimensions reflects a change in FAA design standards since 1996, not any difference in the type of approach to Runway 15. The future RPZ would keep the same dimensions, but would shift 465 feet northward as dictated by the proposed runway end shift. The ALUC has not updated the UKI ACLUP to reflect these changes.
4. The 1993/96 ACLUP establishes two compatibility zones encompassing the RPZ depicted on the 1996 ALP. Compatibility Zone A is the portion of the RPZ that is on airport property. Compatibility Zone A* contains privately owned parcels that are at least partly within the 1996 RPZ. The City of Ukiah owns avigation easements on each of these parcels. The compatibility criteria for both zones prohibit all new structures and any use that would have more than 10 people per acre. Adjoining Compatibility Zone A* and falling almost entirely outside of the 1996 RPZ or either of the 2015 RPZs is Compatibility Zone B1 (the two very small outer corners of the 1996 RPZ that extend into Compatibility Zone B1 are within public street rights-of-way). Compatibility criteria for this zone limit nonresidential uses to no more than 60 people per acre and prohibit risk-sensitive uses such as schools and hospitals, highly noise-sensitive uses, and uses where highly flammable materials are stored.
5. The Heritage Mendocino property lies fully within Compatibility Zone A*. The RPZ identified in the 2015 ALP immediately borders the parcel to the southwest of the property, however no portion of the property nor the existing building is located within the RPZ. In addition, the subject parcel was not included in the 1996 RPZ. Heritage Mendocino proposes a cannabis microbusiness that would include distribution, dispensary/retail, manufacturing, and

processing of recreational and medicinal products within an existing 2,480 sf, 20 ft high building along the northern side of the property. The property and building have been historically used in the past for industrial, manufacturing and retail purposes similar to that proposed by the applicant. According to the applicant, the business is anticipated to have up to 5 employees, working at different times and not to exceed three employees at any one time, and two customers. Therefore, the business does not anticipate having more than 5 persons on site at any one time. The site and existing building have historically been occupied with industrial and manufacturing uses with 5-8 employees and 1-5 customers.

6. If the Compatibility Zone A* boundary were to coincide with the combined outline of the 2015 existing and future RPZs, the proposed building would be within Compatibility Zone B1 and would meet the 1993/96 ACLUP compatibility criteria for that zone.
7. Safety compatibility guidelines contained within the 2011 Caltrans *Airport Land Use Planning Handbook* (Handbook) are also relevant to the proposed Heritage Mendocino project, especially because the UKI ACLUP has not been updated to be based upon the adopted UKI ALP as state law says it should be. Figure 3A of the Handbook depicts example safety compatibility zones. Example 2, for medium general aviation runways (ones having a length of 4,000 to 5,999 feet), is most applicable to UKI's 4,423-foot existing and 4,888-foot proposed future lengths. However, as stated in Note 1 of Figure 3A, the example Zone 1 boundaries are intended to reflect F AA dimensions for RPZs and may need to be adjusted from the example's dimensions to match the actual RPZ dimensions for a particular airport. On this basis, the site of the existing building would be within Handbook Safety Zone 2 for both the existing and future UKI runway configurations. Handbook guidelines for suburban-area development in Safety Zone 2 recommend limits of 40 to 60 people per average acre of the property with no more than 80 to 120 people within any single acre. The occupancy of the existing building that would be utilized by Heritage Mendocino would be well within these guidelines.
8. On August 21, 2018 Form 7460 was submitted to the FAA to notify the agency about the project. The FAA conducted an aeronautical study of the existing structure and made a determination that it would pose no hazard to air navigation (letter dated 10/19/2018).
9. To summarize, an overrule of the ALUC is justified because:
 - a. The Mendocino County ALUC has not updated the *Airport Comprehensive Land Use Plan* for the Ukiah Municipal Airport adopted in 1993 and amended in 1996 and 2010 to reflect Runway Protection Zone dimensions shown on the 2015 Airport Layout Plan.
 - b. The proposed project would be located within an existing building that was constructed in the early 1950s, prior to the 1996 adoption of the ACLUP and the proposed use is consistent with historical uses approved in the past for industrial, manufacturing and retail purposes.
 - c. The project site is currently surrounded by similar industrial, manufacturing and retail uses.
 - d. The proposed Heritage Mendocino project would be located in an existing building, and would not be situated within either the existing or future Runway Protection Zones depicted on the 2015 Airport Layout Plan.
 - e. If the ALUC were to modify the *Airport Comprehensive Land Use Plan* so that the boundaries of Compatibility Zone A* were to match those of the existing and future Runway Protection Zone dimensions on the 2015 Airport Layout Plan, the site of the existing building would fall within Compatibility Zone B1 and would be consistent with the criteria for that zone.

- f. Absent a current *Airport Comprehensive Land Use Plan* for the Ukiah Municipal Airport, consideration should be given to the safety compatibility guidance provided in the 2011 Caltrans *Airport Land Use Planning Handbook*. The existing building falls within the Handbook's example Safety Zone 2 for a medium general aviation runway and the building's proposed usage would be consistent with the guideline safety criteria for that zone.
- g. The FAA has determined that the existing building would pose no hazard to air navigation.

Craig Schlatter

From: TrackingUpdates@fedex.com
Sent: Friday, November 09, 2018 10:52 AM
To: Michelle Irace
Subject: FedEx Shipment 783677076740 Delivered

This tracking update has been requested by:

Name: City Of Ukiah
E-mail: mirace@cityofukiah.com

Our records indicate that the following shipment has been delivered:

Ship date: Nov 8, 2018
Signed for by: R.RODRIGUEZ
Delivery location: UKIAH, CA
Delivered to: Receptionist/Front Desk
Delivery date: Fri, 11/9/2018 10:50 am
Service type: FedEx Priority Overnight®
Packaging type: FedEx® Envelope
Number of pieces: 1
Weight: 0.50 lb.
Special handling/Services: Deliver Weekday
Standard transit: 11/9/2018 by 10:30 am

Tracking number: 783677076740

Shipper Information	Recipient Information
UKIAH	UKIAH
CA	CA
US	US

Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 12:52 PM CST on 11/09/2018.

All weights are estimated.

The shipment is scheduled for delivery on or before the scheduled delivery displayed above. FedEx does not determine money-back guarantee or delay claim requests based on the scheduled delivery. Please see the FedEx Service Guide for terms and conditions of service, including the FedEx Money-Back Guarantee, or contact your FedEx customer support representative.

To track the status of this shipment online, please use the following:

<https://www.fedex.com/apps/fedextrack/?action=track&tracknumbers=783677076740&language=en&opco=FX&clientype=ivothor>

Standard transit is the date and time the package is scheduled to be delivered by, based on the selected service, destination and ship date. Limitations and exceptions may apply. Please see the FedEx Service Guide for terms and conditions of service, including the FedEx Money-Back Guarantee, or contact your FedEx Customer Support representative.

© 2018 Federal Express Corporation. The content of this message is protected by copyright and trademark laws under U.S. and international law. You can access our privacy policy by searching the term on fedex.com. All rights reserved.

Thank you for your business.



AGENDA SUMMARY REPORT

SUBJECT: Approval of a Sole Source Contract with Mead & Hunt, Inc., for the Purpose of Preparing a Complete, Stand-Alone Airport Land Use Compatibility Plan for the Ukiah Municipal Airport; and Approval of Corresponding Budget Amendment and City-County Agreement for Shared Costs.

DEPARTMENT: Community Development

PREPARED BY: Craig Schlatter

ATTACHMENTS:

[Attachment 1- ALUCP Update Options ltr.2018-12-14](#)

[Attachment 2- 1-15-19 Memo to City Council](#)

[Attachment 3- Draft City-County Contract for UKI ALUCP.pdf](#)

[Attachment 4- UKI ALUCP.MeadHunt scope.2019-01-31.pdf](#)

[Attachment 5- Proposed Mead Hunt contract 1-31-19.pdf](#)

Summary: Council will consider approval of a sole source contract with Mead & Hunt, Inc., for the purpose of preparing a complete, stand-alone Airport Land Use Compatibility Plan for the Ukiah Municipal Airport. Council will also consider a corresponding budget amendment and a shared cost agreement between the City and County.

RECOMMENDED ACTION: Approve a sole source contract with Mead & Hunt, Inc., for the purpose of preparing a complete, stand-alone Airport Land Use Compatibility Plan for the Ukiah Municipal Airport, and approve corresponding budget amendment and City-County Agreement for shared costs.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: Appropriations: 10023100.52100, \$18,313; 77725200.52100, \$22,625; Reimbursement revenue: 10023100.44830, \$45,000

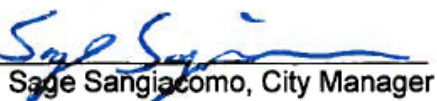
PROPOSED BUDGET AMOUNT: \$130,000: Appropriations increases: 10023100.52100, \$86,667; 77725200.52100, \$40,000; Estimated reimbursement revenue increase: 10023100.44830, \$43,333.33

FINANCING SOURCE: City of Ukiah Reserves and County Funds

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager; David Rapport, City Attorney; Greg Owen, Airport Manager; Daniel Buffalo, Finance Director

Approved: _____


Sage Sangiacomo, City Manager

Background: The basic purpose of airport land use commissions is to help ensure that proposed development in the vicinity of airports will be compatible with airport operations. Airport land use commissions adopt airport land use compatibility plans (also known as airport comprehensive land use plans) per direction from the Caltrans Division of Aeronautics and as set forth in Public Utilities Code and the California Airport Land Use Planning Handbook (Handbook). The Mendocino County Airport Comprehensive Land Use Plan (ACLUP) was first adopted in 1993, and a revision was completed in 1996 to add the Ukiah Municipal Airport. According to the Handbook, airport land use compatibility plans should be updated every 5 years or whenever an update to a municipal airport's airport layout plan is completed.

Over the last 23 years, an update to the ACLUP to bring the plan into full compliance with existing regulations and to be reflective of current environs of the Ukiah Municipal Airport has not been completed. However, updates to the Ukiah Municipal Airport- Airport Layout Plan (ALP) have been completed per guidance from the Federal Aviation Administration (FAA). This has produced inconsistencies between the 1996 Mendocino County ACLUP and 2015 Ukiah ALP which, illuminated during two recent ALUC overrule public hearings for proposed projects in the vicinity of the airport and additional projects subject to ALUC review that with an updated plan would likely not otherwise be reviewed, have highlighted an immediate need to secure an update to the ACLUP. An update is necessary to protect both the existing operations of the airport and the rights of private property owners in the vicinity of the airport.

On June 6, 2018, the City Council directed Staff to draft a letter to the Mendocino County Airport Land Use Commission (ALUC) seeking collaboration for updating the Mendocino County ACLUP. Although conversations between the City's Department of Community Development and the County's Department of Planning and Building Services had been ongoing, the County had not identified funding for a full update to the ACLUP.

Understanding that funding was a barrier to the County of Mendocino completing this needed update, Staff sought advice on potential alternatives to a full update from airport land use planning consultant Mead & Hunt, Inc. Mead & Hunt prepared an initial proposal outlining these alternatives, which Staff shared with Council. Mead & Hunt submitted a second proposal on December 14, 2018 (Attachment 1), outlining four alternative options to a full update of the ACLUP. Of the four options, option #4- preparing a complete, stand-alone airport land use compatibility plan for Ukiah Municipal Airport- was the only option that fully updated compatibility criteria, maps, and noise contours. This option also would involve preparation of procedural policies, which was not present in the 1996 ACLUP, applicable to ALUC review of proposed development around the Ukiah Municipal Airport. Option #4 would result in a complete, stand-alone plan that would need only minor updates every 5 years to reflect current airport environs or when a new ALP was adopted.

Completing a stand-alone airport land use compatibility plan for Ukiah Municipal Airport is an acceptable alternative to the CalTrans Division of Aeronautics, and has been completed in other cities and counties. This approach also fulfills direction Staff received from Council, in that a complete plan reflecting current environs and regulations in the Caltrans Handbook should eliminate issues of incompatibility currently experienced by property owners in the vicinity of the airport.

Staff requested a detailed proposal from Mead & Hunt for Option #4 and received a proposal the evening of January 10, 2019, and just prior to publication of the January 16 City Council agenda. Due to some initial questions regarding timeline and budget, plus the detailed nature of the proposal and wanting to provide Council with more time for review of the proposal, Staff pulled the item from the January 16 agenda and scheduled the item for February 6. The proposal was emailed to Council via Memorandum (Attachment 2) from the City's Community Development Director on January 15.

Discussion: Mead & Hunt is very familiar with airport planning issues in Mendocino County. The firm assisted Mendocino County in preparing the original Mendocino County Airport Comprehensive Land Use Plan and assisted the City in preparing its 2015 Airport Layout Plan for the Ukiah Municipal Airport. Mead & Hunt has consulted on numerous other airport planning issues for the airport and Community Development Department.

Two of Mead & Hunt's principal airport planners, Mr. Ken Brody and Mr. Corbett Smith, both of whom assisted on recent Community Development Department and Airport planning issues, also assisted the CalTrans Division of Aeronautics in preparing the most recent version of the (2011) California Airport Land Use Planning Handbook. Considering Mead & Hunt's experience working on airport planning issues across the State and the knowledge and in-depth work the firm has done on City of Ukiah and Mendocino County airport planning, Staff recommends the City Council authorize the City Manager to negotiate and enter into a contract with Mead & Hunt, Inc. as a sole source service provider in an amount not to exceed \$130,000. The final draft of the scope of services is attached as Attachment 4, and the professional services agreement between the City and Mead & Hunt is attached as Attachment 5. Mead & Hunt proposes to complete the ALUCP and secure adoption from the ALUC for the Ukiah Municipal Airport in approximately 8 months. Alternatively, if a firm other than Mead & Hunt was selected to complete the update, Staff estimates higher costs and staff workload associated with selecting a firm not as familiar with airport planning issues in Mendocino County. Staff also expects the update to the ACLUP would take longer to complete.

City and County Staff have been working together to develop a collaborative process to move forward the necessary update. The result of these discussions is a joint City/County agreement for completing the ALUCP for Ukiah Municipal Airport, a draft of which is attached as Attachment 3. Although only the ALUC has the authority to adopt the final ALUCP document, the City/County agreement is representative of an important component to successfully completing the ALUCP- collaboration between the County and City. Negotiations over final wording for the City/County agreement are continuing and an update or proposed agreement will be presented to the City Council at the February 6 meeting.

The cost of these services is proposed to be equally shared in three parts by the City's general fund, Airport enterprise fund, and the County of Mendocino.



1360 19th Hole Drive, Suite 200
Windsor, California 95492
707-526-5010
meadhunt.com

December 14, 2018

Mr. Craig Schlatter
Community Development Director
City of Ukiah
300 Seminary Ave.
Ukiah, CA 95482

Subject: Ukiah Municipal Airport Land Use Compatibility Plan Update Options

Dear Craig:

This letter augments the letter I sent to you on July 9th of this year. The intent here is to outline a full range of update options for the Ukiah Municipal Airport Land Use Compatibility Plan (ALUCP) beyond the two described in the earlier letter. These new and refined options are based on discussions you and I have had over the past six months. We provide preliminary cost estimates for each option but please keep in mind that the exact cost will depend upon a more formal scoping effort. Once we have City of Ukiah (City) input on which option is preferred, we will work with you to prepare a detailed proposal for the work. Our understanding is that the City is seeking the proposal from Mead & Hunt on a sole-source basis.

First, though, we wish to reiterate the concern we noted in our earlier letter regarding the role of the Mendocino County Airport Land Use Commission (ALUC) in the update process. Regardless of the source of funding for the ALUCP update, the ALUC will have the responsibility for developing, adopting, and implementing the new ALUCP. After the ALUC takes action on the new ALUCP, the City will be obliged to modify its general plan, applicable specific plans, and zoning ordinance to bring them into conformance with the ALUCP. It is imperative, therefore, that the ALUC and its staff have a direct and clearly defined role in the update process. If this is not done, there is a risk the ALUC could refuse to adopt an ALUCP prepared by the City or only do so with modifications that are to the ALUC's liking. Therefore, we recommend advanced coordination with the ALUC to clarify the roles and responsibilities of each agency in the administration of the ALUCP update.

Mead & Hunt has not had any conversations with ALUC staff regarding updating of the Ukiah ALUCP. Before any agreement to accomplish this project is entered into, we believe it is in the interests of all involved for three-way discussion to take place among the City, the ALUC, and Mead & Hunt so that the respective roles and responsibilities of each party are understood and project goals agreed upon. The manner and extent of coordination with the ALUC during the project will have a significant effect on the work effort and costs.

Option 1 – Update Compatibility Zone A Only

- a. Focus on changes to ALUCP necessitated by recent approval of a revised Airport Layout Plan (ALP) for the Ukiah Municipal Airport. Specific ALP changes that may affect the ALUCP compatibility map are the proposed runway extension on the north and reduced size of the runway protection zone (RPZ). The RPZ location and size are the major determinants of the boundaries of Compatibility Zones A and A* at this end of the runway. Both the existing RPZ and the future one associated with the runway extension will be considered.

- b. Prepare an updated compatibility map consistent with the current ALP. The adopted ALUCP compatibility criteria for the individual zones will not be modified. Note that this option will not bring the map and criteria into conformance with the Caltrans California Airport Land Use Planning Handbook (Handbook) guidelines.
- c. Prepare a Technical Memo. The limited nature of the anticipated map revisions is expected only to relax compatibility restrictions in the affected area. We will review the changes to verify that this is the case. If so, CEQA potentially could be satisfied using a categorical exemption in accordance with CEQA Guidelines Section 15062.
- d. Prepare CEQA Notice of Exemption.
- e. Participate in coordination with ALUC staff via conference calls.
- f. Attend two public meetings, one with the City (planning commission or city council) and one with the ALUC.
- g. Our estimated cost for this option is \$12,000 to \$15,000.

Option 2 – Update Map of All Compatibility Zones

- a. Conduct full review of the compatibility map zones for consistency with the current ALP. The current compatibility zones are composites taking into account noise as well as safety factors. We will utilize the most recently available noise contours to make any compatibility zone adjustments based on this factor. New noise contours will not be prepared. For safety, we will rely upon the appropriate safety zones shown in the Caltrans Handbook and make adjustments to reflect the physical and operational characteristics of the Ukiah Municipal Airport. Where reasonable while maintaining conformance with Handbook guidelines, local geographic features will continue to be used to define zone boundaries.
- b. For the purposes of this option, the compatibility criteria will remain as established in the currently adopted ALUCP.
- c. Assemble current data on existing and planned land uses in the airport environs.
- d. Compare proposed ALUCP restrictions to current land use designations. The comparison will include both general plan and zoning designations for the City and unincorporated County areas within the airport influence area. The primary purpose of the comparison will be to identify locations where the ALUCP criteria would be more restrictive than the City or County criteria and thus prevent or displace development that would otherwise be allowed. The extent of displacement must be addressed in the CEQA document for ALUC adoption of the amended ALUCP.
- e. Prepare a Technical Paper presenting the above map and addressing the extent of displacement.
- f. Prepare CEQA Initial Study. The preceding task may indicate that the amended ALUCP will cause some displacement that will need to be addressed in a CEQA Initial Study. Even so, our expectation is that CEQA can be satisfied using a Negative Declaration and that a full Environmental Impact Report will not be necessary.
- g. Participate in coordination with ALUC staff via conference calls.
- h. Attend three public meetings, one with the City (planning commission or City council) and two with the ALUC.
- i. Our estimated cost for this option is \$40,000 to \$50,000.

Option 3 – Update Compatibility Map and Criteria

- a. Accomplish tasks as listed for Option 2.

- b. Also review and revise compatibility criteria. The Caltrans Handbook will be the primary source for guidance on revised criteria. Taken together with the compatibility zone boundaries, the ALUCP criteria that apply within any individual location should be at least as restrictive as the Handbook criteria. In addition to the summary of criteria included in ALUCP Table 2A, we will also prepare an expanded table that lists the criteria for a full range of land use types. The criteria will be presented in table format only. No revisions to the overall policy section of the ALUCP are included in this work effort.
- c. Our estimated cost for this option is \$55,000 to \$65,000.

Option 4 – Prepare Complete, Stand-Alone Update of ALUCP

ALUCPs contain two types of policies: compatibility policies consisting of criteria and an associated map and procedural policies that indicate what types of projects are subject to ALUC review and what the steps in the review process involve. Unlike the above options which would continue to rely upon the procedural policies in the current countywide ALUCP, this option would result in a complete, stand-alone ALUCP for Ukiah Municipal Airport. Tasks would include:

- a. Gather current data regarding the airport features and operations.
- b. Prepare updated operations forecast and noise contours.
- c. Assemble current data on existing and planned land uses in the airport environs.
- d. Update compatibility criteria and map as in Option 3.
- e. Prepare procedural policies applicable to ALUC review of proposed development around the Ukiah Municipal Airport.
- f. Provide an introductory chapter and appendices as appropriate for a complete ALUCP.
- g. Compare proposed ALUCP restrictions to current land use designations as in Option 2.
- h. Prepare CEQA Initial Study as in Option 2.
- i. Participate in coordination with ALUC staff via conference calls.
- j. Hold a public workshop on the draft ALUCP and attend up to three other public meetings with the City and ALUC.
- k. Our estimated cost for this option is \$100,000 to \$140,000.

Lastly, we wish to note that, if funding were to become available for updating the ALUCPs for all of the airports in the county, we would be happy to work with the ALUC staff to prepare a scope and budget for the work.

We trust that this information will be helpful to you as the City considers how best to proceed with the needed ALUCP update. Please don't hesitate to contact me with any questions. Once a decision has been made on which option to pursue, we can work with you to prepare the scope and fee and a formal working agreement.

Sincerely,

MEAD & HUNT, Inc.



Kenneth A. Brody
Senior Airport Planner

Craig Schlatter

From: Craig Schlatter
Sent: Tuesday, January 15, 2019 6:03 PM
To: Jim Brown; Juan Orozco; Maureen Mulheren; Doug Crane; Steve Scalmanini
Cc: Sage Sangiacomo; Kristine Lawler; David Rapport; Greg Owen
Subject: FW: CDD Memo- UKI ACLUP update proposal- Mead & Hunt
Attachments: CDD Memo-UKI ACLUP update proposal- Mead & Hunt 1-15-19.pdf

I should note that the memo contains the proposal from Mead & Hunt as Attachment 1 (page 3 of the attached).

Regards,
Craig

From: Craig Schlatter
Sent: Tuesday, January 15, 2019 6:00 PM
To: Jim Brown <jbrown@cityofukiah.com>; Juan Orozco <jorozco@cityofukiah.com>; Maureen Mulheren <mmulheren@cityofukiah.com>; Doug Crane <dcrane@cityofukiah.com>; Steve Scalmanini <sscalmanini@cityofukiah.com>
Cc: Sage Sangiacomo <ssangiacomo@cityofukiah.com>; Kristine Lawler <klawler@cityofukiah.com>; David Rapport <drapport@cityofukiah.com>; Greg Owen <gowen@cityofukiah.com>
Subject: CDD Memo- UKI ACLUP update proposal- Mead & Hunt

Good evening Mayor and Councilmembers,

Attached please find a memo from the Community Development Department regarding a proposal from Mead & Hunt, Inc. for preparing an update to the Mendocino County Airport Comprehensive Land Use Plan for the Ukiah Municipal Airport. Please feel free to call or email with any questions.

Regards,
Craig

Brown Act Notice: Do not "reply to all" from this email. Please contact me directly for clarification and/or questions.



Craig Schlatter, Director
Community Development Department
Email: cschlatter@cityofukiah.com
300 Seminary Ave., Ukiah, CA 95482
P:(707) 463-6219 F:(707) 463-6204



MEMORANDUM

To: City Council

From: Craig Schlatter, Director

Re: Mead & Hunt Proposal for Update to Mendocino County Airport Comprehensive Land Use Plan for Ukiah Municipal Airport

Date: January 15, 2019

Staff received a proposal from Mead & Hunt, Inc. (Mead & Hunt) for the updating of the Mendocino County Airport Comprehensive Land Use Plan (ACLUP) for Ukiah Municipal Airport (UKI) the evening of Thursday, January 10 and just prior to publication of the January 16 agenda. Due to some initial questions regarding timeline and budget, plus the detailed nature of the proposal, this item has been scheduled for Council's February 6 meeting (instead of January 16). This allows the Council a greater amount of time for review of the proposal. The timeline and budget were finalized by Mead & Hunt today. The proposal is attached as Attachment 1.

Background

On June 6, 2018, the City Council directed Staff to draft a letter to the Mendocino County Airport Land Use Commission seeking collaboration for updating the Mendocino County ACLUP. Although conversations between the City's Department of Community Development and the County's Department of Planning and Building Services have been ongoing, the County has not identified funding for a full update to the ACLUP.

Understanding that funding has been a barrier to the County of Mendocino completing this needed update to the ACLUP, Staff sought advice on potential alternatives to a full update from airport land use planning consultant Mead & Hunt. Mead & Hunt prepared an initial proposal outlining these alternatives, which Staff shared with Council. Mead & Hunt submitted a second proposal on December 14, 2018, outlining the option of completing a stand-alone update to the ACLUP for Ukiah Municipal Airport. This stand-alone update for UKI is an acceptable alternative to the CalTrans Division of Aeronautics and has been completed for other California municipal airports. After receiving additional input from Council about pursuing this update, Staff requested a detailed proposal and scope of work for preparing a stand-alone UKI update from Mead & Hunt. This is the proposal in Attachment 1.

City Staff have discussed the concept of a full stand-alone UKI update to the ACLUP with County Planning and Building Services staff, and County staff have agreed this alternative is acceptable. County staff have further agreed with Staff's recommendation that the City of Ukiah sole source Mead & Hunt to prepare the update and the associated California Environmental Quality Act (CEQA) initial study. The County will commit some amount of funding for the update, but that amount has not been finalized at this time. It is anticipated the amount of County funding will be at least one-third of the total cost of the proposal.



Overview of Why Sole Source Procurement will be sought by Staff from Council

Mead & Hunt is very familiar with airport planning issues in Mendocino County. The firm assisted Mendocino County in preparing the original Mendocino County Airport Comprehensive Land Use Plan and assisted the City in preparing its 2015 Airport Layout Plan for UKI. Mead & Hunt has consulted on numerous other airport planning issues for the airport and Community Development Department, including most recently the Garton Tractor project appeal and overrule process. Two of Mead & Hunt's principal airport planners, Mr. Ken Brody and Mr. Corbett Smith, both of whom assisted on Ukiah specific projects, also assisted the CalTrans Division of Aeronautics in preparing the most recent version of the (2011) California Airport Land Use Planning Handbook.

Considering Mead & Hunt's experience working on airport planning issues across the state and the knowledge and in-depth work the firm has on City of Ukiah and Mendocino County airport planning, Staff will be recommending the City Council authorize the City Manager to negotiate and enter into a contract with Mead & Hunt as a sole source provider.

Mead & Hunt proposes to complete the update and secure adoption of the ACLUP for the Ukiah Municipal Airport within approximately 8 months. Alternatively, if a firm other than Mead & Hunt was selected to complete the update, Staff estimates higher costs and staff workload associated with selecting a firm not as familiar with airport planning issues in Mendocino County. Staff also expects the update to the ACLUP for UKI would take longer to complete.

CC: Sage Sangiacomo, City Manager
Kristine Lawler, City Clerk
David Rapport, City Attorney
Greg Owen, Ukiah Municipal Airport Manager
Ukiah Airport Commission
Ukiah Planning Commission
Mendocino County Airport Land Use Commission
Carmel Angelo, Mendocino County CEO
John McCowen, Mendocino County 2nd District Supervisor
Brent Schultz, Mendocino County Planning and Building Services Director



1360 19th Hole Drive
Suite 200
Windsor, California 95492
707-526-5010
meadhunt.com

January 14, 2019

Mr. Craig Schlatter, Director
Department of Community Development
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Subject: Proposal for Preparation of New Land Use Compatibility Plan for Ukiah Municipal Airport

Dear Craig:

Mead & Hunt, Inc. (Mead & Hunt) is pleased to submit this proposal to provide planning services for the subject project. The details of our proposal are contained in the attached documents. Attachment A contains the proposed Scope of Work and Attachment B is the associated budget. Our standard contractual Terms and Conditions are contained as Attachment C.

Project Understanding

As we have discussed, the end product of this work effort will be a complete, stand-alone Land Use Compatibility Plan for Ukiah Municipal Airport (UKI). It would replace the UKI component of the 1993 (as amended) Mendocino County Airport Compatible Land Use Plan adopted by the Mendocino County Airport Land Use Commission (ALUC) and would not rely upon any content or policies in that earlier plan.

We must again emphasize, however, that while the City of Ukiah is the airport sponsor and is taking the lead in having this new UKI Land Use Compatibility Plan prepared, adoption of the plan must first be done by the ALUC. As such, our Scope of Work assumes that a representative from the City, County, and ALUC will be involved in the development of draft materials and provide staff-level feedback. The Scope of Work also provides several public meetings with the ALUC to present and adopt the draft ALUCP and associated CEQA document(s). Two additional meetings are included to present the draft plan to the City Planning Commission and City Council.

Project Schedule and Compensation

As is typical of airport land use compatibility planning projects, the part of the project for which Mead & Hunt has greatest scheduling control is in preparation of the draft plan and environmental document. We propose to accomplish the work leading to the Public Draft ALUCP and associated CEQA document within five months after receiving Notice to Proceed from the City provided that necessary data can be obtained, feedback from the City and County on discussion papers and other preliminary material is received, and meetings are scheduled in a timely manner. The remaining work effort associated with public review of the draft and ultimate adoption by the ALUC is anticipated to take three to four months assuming no lengthy debates over the proposed policies. Overall, the project is expected to take approximately eight months provided there are no delays due to the City or County or feedback from the public input process.

Mead & Hunt proposes to accomplish the tasks identified in the Scope of Work for a fixed fee of One Hundred Twenty-Five Thousand Dollars (\$125,000). Our proposed budget also includes a contingency budget of Five Thousand Dollars (\$5,000), which would be used only if needed and for tasks agreed upon in writing by the City. Billings under the contingency budget would be on an hourly basis using the 2019 rates as indicated in the Attachment B Budget.

Authorization

The Scope of Work and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of City of Ukiah and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services. All services shall be performed in accordance with the *General Terms and Conditions for Engineering, Architectural, or Consulting Services* which is attached hereto and made part of this Agreement and labeled as Attachment C.

We appreciate the opportunity to submit this proposal to the City of Ukiah.

Respectfully submitted,

MEAD & HUNT, Inc.



Kenneth A. Brody
Senior Project Planner

Attachments:

- A Scope of Work
- B Budget
- C Standard Mead & Hunt Terms and Conditions

Accepted by: CITY OF UKIAH

Approved by: MEAD & HUNT, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: Vice President

The above person is authorized to sign for Client and bind the Client to the terms hereof.

The above person is an authorized signer for Mead & Hunt, Inc.

Date: _____

Date: _____

UKIAH MUNICIPAL AIRPORT LAND USE COMPATIBILITY PLAN

SCOPE OF SERVICES

DRAFT 2019-01-14

This document outlines the Scope of Services (SCOPE) to be provided by Mead & Hunt, Inc. (CONTRACTOR) for preparation of a new Ukiah Municipal Airport Land Use Compatibility Plan (UKIALUCP) under contract with the City of Ukiah (CITY). Responsibilities of CITY under this agreement are also listed.

The new UKIALUCP is intended to replace the Ukiah Municipal Airport Comprehensive Land Use Plan, which is currently included as part of the *Mendocino County Airport Comprehensive Land Use Plan* (MCACLUP) adopted by the Mendocino County Airport Land Use Commission (ALUC) in 1993, and later amended. The new UKIALUCP will be a complete plan unto itself and separate from policies or other content contained in the remainder of the MCACLUP.

Although CITY owns the Ukiah Municipal Airport (UKI) and has land use control over most of the surrounding area, implementation of the new UKIALUCP will first require adoption by ALUC. ALUC functions under the auspices of the County of Mendocino (COUNTY). Participation of COUNTY/ALUC is essential to accomplishment of SCOPE. Specific responsibilities of COUNTY/ALUC under this agreement are listed herein.

The overall endeavor under SCOPE, including responsibilities of CITY and COUNTY/ALUC, is referred to herein as PROJECT.

Element 1. Project Management and Coordination

1.1 Project Administration

CONTRACTOR shall perform routine administrative duties including regular communication with CITY staff, processing contract documents, and monthly invoicing for the anticipated twelve (12) month duration of PROJECT.

1.2 Coordination with County/ALUC

PROJECT will require efficient coordination among CONTRACTOR, CITY, and COUNTY/ALUC. Much of this coordination will be accomplished via conference calls. In-person meetings, including public meetings, are also provided. The purposes of some meetings will be to enable CONTRACTOR to obtain information from CITY and COUNTY/ALUC necessary for preparation of UKIALUCP, as well as feedback on draft materials to be prepared by CONTRACTOR. Other meetings will be public meetings for presentation of a draft UKIALUCP or components thereof, for obtaining public input, and ultimately for adoption of the UKIALUCP by ALUC. The timing and function of individual meetings are identified in subsequent tasks.

SCOPE provides for a total of up to six (6) project trips for staff-level and public meetings to be attended in person by one (1) CONTRACTOR staff and up to six (6) conference calls involving CONTRACTOR, CITY, and COUNTY/ALUC representative. Any in-person staff-level and public meetings held on the same day will be counted as a single meeting.

CONTRACTOR DELIVERABLES

- *Final scope, budget, and schedule.*
- *Monthly communication with CITY staff for purposes of tracking progress, schedule, and budget.*
- *Monthly invoices and status reports.*
- *Participation in meetings with CITY and COUNTY/ALUC as described under Task 1.2 (all meetings are budgeted under this element).*

CITY RESPONSIBILITIES

- *Identify an individual with whom CONTRACTOR shall maintain coordination and who shall participate in PROJECT meetings.*
- *Arrange rooms, noticing PROJECT meetings, distribute deliverables, and maintain overall coordination with the COUNTY/ALUC.*

COUNTY/ALUC RESPONSIBILITIES

- *Identify an individual or individuals with whom CITY staff shall coordinate and who shall participate in PROJECT meetings.*
- *Schedule and agendize ALUC meetings where PROJECT is to be discussed or acted upon.*

Element 2. Data Collection and Compilation

2.1 Kickoff Meeting

CONTRACTOR shall formally begin PROJECT by making a presentation to ALUC. This presentation will allow CONTRACTOR staff to introduce ourselves and outline the work products, schedule and planned interaction among CONTRACTOR, CITY, and COUNTY/ALUC.

2.2 Airport and Land Use Data and Mapping

PROJECT will require certain background data and maps regarding UKI and surrounding land uses in CITY and COUNTY jurisdictions to be made available to CONTRACTOR. CONTRACTOR will rely upon CITY and COUNTY to provide the following data:

- **Airport Layout Plan (ALP) Drawing:** California state law requires that an ALUCP be based on a current master plan of the airport or, if none exists, a current ALP may be used with the approval of the Caltrans Division of Aeronautics. The Division typically requests an ALP that has been approved by the Federal Aviation Administration (FAA). As CITY has not recently adopted a Master Plan for UKI, CONTRACTOR will utilize the FAA-approved 2015 ALP drawing. The existing and future airfield configurations depicted in the 2015 ALP will be reflected in new UKIALUCP maps. CONTRACTOR will submit the UKI ALP to Caltrans for approval as the basis for UKIALUCP.

- **Airport Activity and Flight Track Data:** CONTRACTOR will work with airport management, other CITY staff, and airport tenants familiar with UKI to estimate the current composition and overall level of aircraft operations at UKI utilizing readily available data. These sources will also be asked to assist with mapping of typical flight routes used by various types of aircraft operating at UKI.
- **Airspace Plan Drawing:** The Airspace Plan drawing shows the critical airspace surfaces established in accordance with Code of Federal Regulation (CFR) Part 77, *Safe, Efficient Use, and Preservation of the Navigable Airspace*. The Airspace Plan will be used to establish height restrictions for the areas surrounding UKI.
- **Land Use Data and Mapping:** CONTRACTOR shall rely upon GIS data from CITY and COUNTY depicting existing land uses and the adopted general plan land use designations within the UKI vicinity. CONTRACTOR shall also review adopted CITY and COUNTY general plans and other policy documents for information and policies pertaining to land uses around UKI.

2.3 Activity Forecasts and Noise Contours

By law, ALUCPs must have a time horizon of at least 20 years. The activity data and forecasts are used to generate projected aircraft noise contours.

- **Activity Forecasts:** Using activity data obtained in Task 2.2, CONTRACTOR shall prepare new UKI aircraft operations forecasts for the year 2040.
- **Noise Contours:** Using current activity data and forecasts of future operations together with flight track information from Task 2.2, CONTRACTOR shall prepare Community Noise Equivalent Level (CNEL) noise contours for current and 2040 aircraft operations at UKI. Contours will be depicted in 5 dB increments for CNEL 55 dB and above. The FAA's AEDT noise model will be used. The 2040 contours will take into account both the current and proposed configurations of the UKI runway as shown on the 2015 ALP.

2.4 Background Data Chapter

Documentation of facts pertaining to UKI and land uses around it is an essential foundation to UKIALUCP. It also will form the basis for the environmental impact analysis to be completed in Element 4. Once the airport and land use information has been gathered and sorted, CONTRACTOR shall prepare new maps and data tables for inclusion as a Background Data chapter in UKIALUCP. The CONTRACTOR shall hold a conference call with the CITY and COUNTY/ALUC representatives to obtain comments on and corrections to the Background Data chapter.

CONTRACTOR DELIVERABLES

- *List to be provided to CITY and COUNTY indicating airport and land use data needs for UKIALUCP.*
- *Letter to Caltrans requesting acceptance of 2015 UKI ALP as basis of UKIALUCP.*
- *Draft UKIALUCP Background Data chapter for review by CITY and COUNTY.*

CITY RESPONSIBILITIES

- *Assist CONTRACTOR in obtaining or estimating current UKI aircraft activity and flight track data.*

- Provide CONTRACTOR with current land use and future land use designation maps in GIS format for areas in CITY jurisdiction.
- Review draft Background Data chapter and provide corrections to CONTRACTOR.

COUNTY RESPONSIBILITIES

- Provide CONTRACTOR with current land use and future land use designation maps in GIS format for areas in COUNTY jurisdiction.
- Review draft Background Data chapter and provide corrections to CONTRACTOR.

Element 3. Draft ALUCP Preparation

3.1 Impact Identification

Consistent with the guidelines in the 2011 *California Airport Land Use Planning Handbook* (Handbook), the UKIALUCP will continue to address the four types of compatibility concerns in a composite manner:

- **Noise** is the impact most directly affected by the airport activity forecasts.
- **Safety** is the compatibility concern associated with the risks that potential aircraft accidents pose to people and property on the ground. Using data and guidance from the 2011 Handbook, CONTRACTOR shall delineate locations around UKI where heightened risk levels may warrant restrictions on future land use development.
- **Airspace Protection** is critical to airport viability in that airspace obstructions can be hazards to flight and can necessitate changes to aircraft flight procedures. The UKI Airspace Plan will be used to depict this critical airspace. Additionally, FAA guidelines will be used to map locations where certain types of land uses can attract birds in a manner that can be hazardous to aircraft in flight.
- **Overflight** pertains to areas beyond the noise contours where aircraft noise can be annoying or disruptive. For general aviation airports, the area of overflight concern is primarily within and near the aircraft traffic pattern.

Using the aeronautical and land use data gathered in the preceding tasks, CONTRACTOR shall map and describe the magnitude and extent of these concerns. The combined geographic extent of the four impact concerns will constitute the UKI influence area.

CONTRACTOR shall identify the compatibility factors that have changed in a manner that warrant a change to the 1993 (as amended) UKIALUCP compatibility zones and/or criteria. CONTRACTOR shall also identify the basic strategies available for addressing the changed conditions. CONTRACTOR shall summarize this information in a Discussion Paper to be presented to CITY and COUNTY/ALUC and hold a conference call to obtain feedback.

3.2 Draft Policies Chapter

The centerpiece of an ALUCP is the policy section. There are two types of policies that an ALUCP must include: compatibility policies and procedural policies. Compatibility policies and associated maps establish the basis for an ALUC's determination of whether proposed land use plans and projects are

compatible with the airport involved. Procedural policies define the steps to be followed both by local agencies in referring actions for ALUC review and by an ALUC in conducting the reviews.

The ALUC's 1993 compatibility and procedural policies for UKI are outdated and do not conform to guidance in the Caltrans 2011 Handbook. Regardless of this status, because these are the adopted policies now in effect, CONTRACTOR will consider them as a starting point for preparation of policies for the new UKIALUCP. Nevertheless, significant clarification, expansion, and potential substantive changes to the current policies are envisioned. As part of PROJECT, CONTRACTOR shall prepare a complete new Policies chapter containing both compatibility and procedural policies applicable only to UKI, not the other airports for which ALUC has responsibility. A composite Compatibility Map, similar in concept to the one in the 1993 CLUP for UKI, which reflects the combined effects of all four compatibility concerns will be in the Policies chapter.

The Policies chapter will be presented in draft form to CITY and COUNTY/ALUC for discussion and feedback. Separately, CONTRACTOR shall prepare a Discussion Paper listing major differences in compatibility and procedural policies between those currently in effect and the ones contained in the draft Policies chapter. The CONTRACTOR shall hold a conference call with CITY and COUNTY/ALUC representatives to seek input to the Discussion Paper.

3.3 General Plan Consistency Review

For CITY and COUNTY/ALUC to understand the implications of the draft UKIALUCP upon their plans and policies, they will want to know where the conflicts lie. In this task, CONTRACTOR shall conduct a preliminary review of CITY and COUNTY general plans to assess the extent to which they may be inconsistent with the draft ALUCP criteria. CONTRACTOR shall emphasize the adopted general plan land use maps but shall also assess whether other types of essential airport land use compatibility measures, such as limits on heights of antennas and other structures, are in place. The outcome of this review will initially be presented to CITY and COUNTY/ALUC but will later become a central component of the CEQA document for the draft UKIALUCP. The CONTRACTOR shall hold a conference call with the CITY and COUNTY/ALUC representatives to discuss the results of the consistency analysis.

3.4 Administrative Draft and Public Draft UKIALUCP

The intent of PROJECT is to produce a new, self-contained UKIALUCP. In this task, CONTRACTOR shall assemble a complete draft document for presentation to CITY and COUNTY/ALUC. CONTRACTOR shall modify the draft Background Data and Policies chapters (prepared in Tasks 2.4 and 3.3) in response to comments from CITY and COUNTY/ALUC. Also to be included in the draft document shall be an Introduction Chapter explaining the purpose of the UKIALUCP and the respective roles of CITY and COUNTY/ALUC in implementing its policies. Standard appendix material (current state laws regarding ALUCs, FAA airspace protection regulations, typical aviation easement wording, glossary, etc.) will also be included.

The UKIALUCP will initially be prepared as an Administrative Draft for review at the staff level by CITY and COUNTY/ALUC. Following receipt of staff comments, CONTRACTOR shall make essential revisions and produce a Public Draft to be made available for public review and comment. The CONTRACTOR

shall hold a conference call to present the Administrative Draft UKIALUCP to the CITY and COUNTY/ALUC representatives.

CONTRACTOR DELIVERABLES

- *Draft Policies chapter for CITY and COUNTY/ALUC review.*
- *General plan consistency review.*
- *Administrative Draft UKIALUCP (pdf format).*
- *Public Draft UKIALUCP (pdf format).*

CITY RESPONSIBILITIES

- *Review draft material and provide feedback to CONTRACTOR within one week of receipt.*
- *Make Public Draft available on CITY website.*

COUNTY RESPONSIBILITIES

- *Review draft material and provide feedback to CONTRACTOR.*
- *Make Public Draft available on COUNTY/ALUC website and distribute public noticing of document's availability.*

Element 4. Environmental Impact Documentation

4.1 Displacement Analysis

Adoption and implementation of the Draft UKIALUCP could result in changes to future development patterns by shifting or displacing the location of future residential and nonresidential land uses in the UKI influence area. The purpose of the displacement analysis is to identify conflicts with the land use and growth patterns provided in CITY and COUNTY planning documents and to determine the extent to which future development would be displaced. With certain exceptions, the displacement analysis will quantify the potential displacement of residential uses and qualify potential future displacement of nonresidential uses. This analysis will supplement the initial general plan consistency review conducted as part of the Element 3 work. CONTRACTOR shall provide the displacement results to CITY and COUNTY/ALUC for review and comment as it will become the central component of the CEQA documentation. The CONTRACTOR shall hold an in-person meeting to present the displacement results to CITY and COUNTY/ALUC staff representatives and invited key stakeholders.

4.2 CEQA Initial Study/Negative Declaration

This task accomplishes preparation of environmental impact documentation necessary for adoption of the UKIALUCP in accordance with the California Environmental Quality Act (CEQA) and the 2007 California Supreme Court decision in Muzzy Ranch Company v. Solano County Airport Land Use Commission. An ALUCP is regulatory in nature and does not involve physical construction but does have indirect impacts. Accordingly, CONTRACTOR shall analyze the environmental impacts associated with the UKIALUCP and shall emphasize the issues associated with project implementation; specifically: noise, land use, population and housing, and cumulative impacts.

CONTRACTOR shall document the results of the above analysis in an Initial Study structured in accordance with CEQA requirements. Recognizing that the assessment will focus on where the new UKIALUCP will increase restrictions on underlying land uses, CONTRACTOR anticipates that the likelihood of significant displaced development to be low. CONTRACTOR expects that a Negative Declaration incorporating the Initial Study will be sufficient to achieve CEQA compliance. If this should prove not to be the case, then the Initial Study can serve as the basis for preparation of an Environmental Impact Report (EIR) under a subsequent or amended contract agreement. CONTRACTOR shall submit the CEQA document to the State Clearinghouse.

CONTRACTOR DELIVERABLES

- *Discussion paper outlining the displacement results (pdf format).*
- *Draft Initial Study and Negative Declaration (pdf format).*
- *State Clearinghouse submittal package.*

CITY RESPONSIBILITIES

- *Review Discussion Paper and Draft Initial Study and provide comments to CONTRACTOR.*
- *Make CEQA document available on CITY website.*

COUNTY RESPONSIBILITIES

- *Review Discussion Paper and Draft Initial Study and provide comments to CONTRACTOR.*
- *Make CEQA document available on COUNTY/ALUC website and distribute public noticing of document's availability as required by law.*

Element 5. Review and Adoption

5.1 Presentation to ALUC

At the outset of the public review period, CONTRACTOR shall make a presentation to ALUC to describe the draft UKIALUCP, its differences from the current plan, and major findings of the environmental review. The ALUC meeting should be structured to allow public comment on the draft UKIALUCP and CEQA document. Two additional trips are provided to present the draft ALUCP to the City Planning Commission and City Council.

5.2 Response to Comments

CONTRACTOR shall tabulate comments received on the draft UKIALUCP made during the ALUC meeting or subsequently received in writing. CONTRACTOR shall include brief responses to each comment and indicate recommended changes to the draft UKIALUCP. CONTRACTOR shall list recommended revisions to the draft ALUCP in a formal Addendum.

5.4 Adoption by ALUC

CONTRACTOR shall make a presentation to the ALUC summarizing the comments received and revisions proposed for the UKIALUCP at an ALUC hearing. Approval of the environmental document and adoption of the UKIALUCP will require formal actions by ALUC.

5.5 Final ALUCP

After ALUC adopts the UKIALUCP, CONTRACTOR shall prepare a final version of the UKIALUCP incorporating all the changes listed in the Addendum. CONTRACTOR shall provide CITY and COUNTY with one hard copy each of the final plan and a CD containing all text, GIS maps, and other final document material in their original digital file formats.

Element 6. Additional Services

While the deliverables and basic work effort required for the project are known, many times a need arises for additional services. CONTRACTOR recommends that the work scope include a contingency budget of at least five thousand dollars (\$5,000) to cover unanticipated tasks.

Attachment B

Ukiah Municipal Airport Land Use Compatibility Plan

Mead Hunt Project Budget

January 10, 2019

WORK PLAN	DIRECT LABOR COST	EXPENSES	TOTAL	PERCENT OF TOTAL
Element 1: Project Management, Coordination, and Meetings	\$29,236	\$574	\$29,810	24%
Element 2: Data Collection and Compilation	\$24,674		\$24,674	20%
Element 3: Draft ALUCP Preparation	\$35,320		\$35,320	28%
Element 4: Environmental Impact Documentation	\$17,200	\$66	\$17,266	14%
Element 5: Review and Adoption	\$17,768	\$162	\$17,930	14%
LUMP SUM TOTAL:	\$124,198	\$802	\$125,000	100%
Element 6: Additional Services	--	--	\$5,000	--
TOTAL:	\$130,000			

Budget Assumptions

Airport Layout Plan (ALP) and airspace plan to be provided in AutoCAD format by SCAS.
Processing radar flight tracks not included.
CITY staff to provide or coordinate obtaining GIS land use and zoning data from local agencies.
Aerial photographs will be provided by the client, or used from publicly available databases.
CITY or COUNTY/ALUC staff responsible for noticing Public Draft ALUCP and CEQA document.
Only one public circulation of CEQA documents is assumed.
Only minor revisions anticipated to be needed to ALUCP drafts to address agency or public comments.
One CONTRACTOR staff person to attend meetings and provide technical input. Six distinct project trips provided (8-hour day, no overnight stay). Meetings will utilize a combination of PowerPoint and PDF displays.
CITY staff responsible for arranging rooms, noticing project meetings, making available project documents and overall coordination with ALUC, Caltrans, affected agencies and/or the public.
Multiple meetings may be scheduled on same day, where feasible. Additional meetings requiring separate trips or overnight stays to be charged against contingency task.

LABOR HOURS	TEAM	FAUCHER	BRODY/ DIETZ/HOOPER	THOMPSON	SMITH	DIAZ/ ENGELSTAD	EROH/ MEYER	--
	CLASSIFICATION	PRINCIPAL	SR. PROJECT PLANNER	PROJECT MANAGER	SENIOR PLANNER	PLANNER II	SENIOR TECHNICIAN	ADMINISTRATIVE ASSISTANT
	RATE	\$310	\$226	\$198	\$165	\$132	\$148	\$102
Element 1: Project Management, Coordination, and Meetings	H O U R S	2	32	108				
Element 2: Data Collection and Compilation			8	12	24	96	24	3
Element 3: Draft ALUCP Preparation			16	52		96	48	16
Element 4: Environmental Impact Documentation			8	16		64	20	8
Element 5: Review and Adoption			16	32		32	16	12
SUBTOTAL HOURS:		2	80	220	24	288	108	39
PERCENT OF TOTAL:		0%	11%	29%	3%	38%	14%	5%
TOTAL HOURS:	761							

Mead Hunt Project Budget

January 10, 2019

Element 1: Project Management, Coordination, and Meetings	TEAM	FAUCHER	BRODY/ DIETZ/HOOPER	THOMPSON	SMITH	DIAZ/ ENGELSTAD	EROH/MEYER	--
	CLASSIFICATION	PRINCIPAL	SR. PROJECT PLANNER	PROJECT MANAGER	SENIOR PLANNER	PLANNER II	SENIOR TECHNICIAN	ADMINISTRATIVE ASSISTANT
	RATE	\$310	\$226	\$198	\$165	\$132	\$148	\$102
1.1 Project Administration (12 months)	\$3,448	H R	2	2	12			
1.2 Coordination and Meetings with County/ALUC (6 trips)	\$25,788	S		30	96			
TOTAL HOURS:			2	32	108			
DIRECT LABOR COST:			\$620	\$7,232	\$21,384			
LABOR SUBTOTAL DOLLARS:		\$29,236						

EXPENSES	
Travel (6 trips)	\$574
TOTAL EXPENSES:	\$574

	DIRECT LABOR COST	EXPENSES	TOTAL
ELEMENT 1 TOTAL:	\$29,236	\$574	\$29,810

Mead Hunt Project Budget

January 10, 2019

EXPENSES
None
TOTAL EXPENSES:

Element 3: Draft ALUCP Preparation	TEAM		FAUCHER	BRODY/ DIETZ/HOOPER	THOMPSON	SMITH	DIAZ/ ENGELSTAD	EROH/MEYER	--
	CLASSIFICATION		PRINCIPAL	SR. PROJECT PLANNER	PROJECT MANAGER	SENIOR PLANNER	PLANNER II	SENIOR TECHNICIAN	ADMINISTRATIVE ASSISTANT
	RATE		\$310	\$226	\$198	\$165	\$132	\$148	\$102
3.1 Impact Identification	\$5,724	H O U R S		2	4		16	16	
3.2 Draft Policies Chapter	\$7,088			8	16		16		
3.3 General Plan Consistency Review	\$9,156			2	16		24	16	
3.4 Administrative Draft and Public Draft UKIALUCP	\$13,352			4	16		40	16	16
	TOTAL HOURS:			16	52		96	48	16
DIRECT LABOR COST:				\$3,616	\$10,296		\$12,672	\$7,104	\$1,632
LABOR SUBTOTAL DOLLARS:			\$35,320						

EXPENSES
None
TOTAL EXPENSES:

	DIRECT LABOR COST	EXPENSES	TOTAL
ELEMENT 3 TOTAL:	\$35,320		\$35,320

Attachment B

Ukiah Municipal Airport Land Use Compatibility Plan

Mead Hunt Project Budget

January 10, 2019

Element 4: Environmental Impact Documentation	TEAM	FAUCHER	BRODY/ DIETZ/HOOPER	THOMPSON	SMITH	DIAZ/ ENGELSTAD	EROH/MEYER	--
	CLASSIFICATION	PRINCIPAL	SR. PROJECT PLANNER	PROJECT MANAGER	SENIOR PLANNER	PLANNER II	SENIOR TECHNICIAN	ADMINISTRATIVE ASSISTANT
	RATE	\$310	\$226	\$198	\$165	\$132	\$148	\$102
4.1 Displacement Analysis	\$9,080		4	8		32	16	
4.2 CEQA Initial Study/Negative Declaration	\$8,120		4	8		32	4	8
	TOTAL HOURS:		8	16		64	20	8
	DIRECT LABOR COST:		\$1,808	\$3,168		\$8,448	\$2,960	\$816
LABOR SUBTOTAL DOLLARS:								
\$17,200								

EXPENSES	
Printing and Shipping (State Clearinghouse Submittal)	\$66
TOTAL EXPENSES:	\$66

	DIRECT LABOR COST	EXPENSES	TOTAL
ELEMENT 4 TOTAL:	\$17,200	\$66	\$17,266

Element 5: Review and Adoption	TEAM	FAUCHER	BRODY/ DIETZ/HOOPER	THOMPSON	SMITH	DIAZ/ ENGELSTAD	EROH/MEYER	--
	CLASSIFICATION	PRINCIPAL	SR. PROJECT PLANNER	PROJECT MANAGER	SENIOR PLANNER	PLANNER II	SENIOR TECHNICIAN	ADMINISTRATIVE ASSISTANT
	RATE	\$310	\$226	\$198	\$165	\$132	\$148	\$102
5.1 Presentation to ALUC (travel time/expenses budgeted under Task 1.2)	\$1,874		2	4		4		1
5.2 Response to Comments	\$4,652		8	8		8		2
5.3 Adoption by ALUC (travel time/expenses budgeted under Task 1.2)	\$1,874		2	4		4		1
5.4 Final ALUCP	\$9,368		4	16		16	16	8
	TOTAL HOURS:		16	32		32	16	12
	DIRECT LABOR COST:		\$3,616	\$6,336		\$4,224	\$2,368	\$1,224
LABOR SUBTOTAL DOLLARS:								
\$17,768								

EXPENSES	
Printing and Shipping (One hardcopy each for CITY and COUNTY)	\$162
TOTAL EXPENSES:	\$162

	DIRECT LABOR COST	EXPENSES	TOTAL
ELEMENT 5 TOTAL:	\$17,768	\$162	\$17,930

Mead & Hunt, Inc.
General Terms and Conditions (“General Terms”) for Engineering,
Architectural, or Consulting Services
California

1. Receipt of the attached signed Contract (Contracts, Proposal, or Letter) will be considered written authorization to proceed.
2. Mead & Hunt, Inc. will bill the Client monthly, according to the payment method set forth in the Contract, with net payment due within thirty (30) days. Past due balances shall be subject to an interest charge at a rate of 1% per month. In addition, Mead & Hunt, Inc. may, after giving ten (10) days' written notice, suspend service under any agreement until the Client has paid in full all amounts due it for services rendered and expenses incurred, including the interest charge on past due invoices. The fees or rates stated in the attached contract does not include any applicable state and local sales or use taxes or gross receipts taxes. Any such taxes shall be the sole responsibility of the Client to pay.
3. The fees and scope of services stated in the attached document constitute an estimate of the fees and tasks required to perform the services as defined. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may also reveal a change in direction which may alter the scope. If the Client requests modifications or changes in the scope of the project, the time of performance of Mead & Hunt, Inc.'s services and the fees shall be adjusted before Mead & Hunt, Inc. undertakes the additional work. Mead & Hunt, Inc. is not acting as a Municipal Advisor as defined by the Dodd Frank Act.
4. The Client shall be liable for and shall indemnify and hold Mead & Hunt, Inc. harmless for all costs and damages incurred by Mead & Hunt, Inc. for delays caused in whole or in part by the Client's interference with Mead & Hunt, Inc.'s ability to provide services, including, but not limited to, the Client's failure to provide specified facilities or information, or inaccuracies in documents or other information required to be provided by the Client to Mead & Hunt, Inc. Mead & Hunt, Inc. reserves the right to renegotiate the contract because of any unforeseen delays caused by events beyond Mead & Hunt, Inc.'s control, such as funding for the project.
5. The Client agrees to provide such legal, accounting and insurance counseling services as may be required for the project.
6. Mead & Hunt, Inc. will maintain insurance coverage for: worker's compensation, general liability, automobile liability, and professional liability. Mead & Hunt, Inc. will provide information as to specific limits upon written request. If the Client requires coverages or limits in addition to those that Mead & Hunt currently has in effect as of the date of the agreement, premiums for additional insurance shall be paid by the Client.
7. The limit of liability of Mead & Hunt, Inc. (including its current or former employees, officers, directors, or shareholders) to the Client for any damages will be for a period of twelve (12) months from the date of the last bill from Mead & Hunt, Inc. being first submitted to the Client regardless of whether or not such bill was paid by Client, and the extent any liability including all damages (direct, consequential, indirect, incidental, or other damages), claims, costs, expenses and legal fees of Mead & Hunt, Inc. (including its current or former employees, officers, directors, or shareholders) and its sub-consultants to the Client or any and all third parties is limited to the amount of the fees billed by Mead & Hunt, Inc. to the Client during the 12-month period prior to the date of the last bill being first submitted to the Client.
8. Mead & Hunt, Inc. and the Client agree that the ultimate liability for contaminants or pollutants regardless of its source, and for the actual, alleged, or threatened discharge, dispersal, release, or escape of pollutants, mycotoxins, spores, smoke, vapors, soot, fumes, mold, acids, alkalis, toxic chemicals, mildew, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, buildings, the atmosphere, or body of water shall remain with the Client; and the responsibility and/or liability for any of the foregoing and for the ownership and maintenance of any toxic, hazardous, or asbestos materials relating to the project shall remain with the Client.
9. Client and Mead & Hunt, Inc. shall not, during the term of the Contract or after the termination of the Contract for a period of one year disclose any Confidential Information to any person or entity, or use any Confidential Information to any person or entity, or use any Confidential Information for the benefit of Client or Mead & Hunt, Inc. as the case may be, or any other person or entity, except with the prior written consent of Mead & Hunt, Inc. or the Client, as the case may be, or as required by law. The term "Confidential Information" means information marked or designated by Mead & Hunt, Inc. or the Client as confidential. Confidential Information includes, but is not limited to, ideas, specifications, techniques, models, data, programs, documentation, processes, know-how, and financial and technical information.
10. Termination of the Contract by the Client or Mead & Hunt, Inc. with or without cause, shall be effective upon ten (10) days' written notice to the other party. The written notice may or may not include the reasons and details for termination. Mead & Hunt, Inc. will prepare a final invoice showing all charges incurred through the date of termination; payment is due as stated in Paragraph 2. If the Client breaches the Contract or if the Client fails to carry out any of the duties contained in these General Terms, Mead & Hunt, Inc. may, upon ten (10) days' written notice, suspend services without further obligation or liability to the Client.
11. Mead & Hunt, Inc. may release data, models, plans, CAD files, and/or drawings electronically or by any other means to any other party involved in the project; and if such release is not provided for in the Scope of Services, fees may be adjusted before the documents are prepared for electronic submittal. Data and image files, both electronic and hard copy (hereinafter "files") are part of Mead & Hunt, Inc.'s instruments of service and shall not be used for any purpose other than for the described project. Any reuse of files or services pertaining to this project or any other project shall be at the Client's sole risk and without liability or legal exposure to Mead & Hunt, Inc. Mead & Hunt, Inc. makes no representation as to compatibility of electronic files with the Client's hardware or software. Differences may exist between these electronic files and corresponding hard-copy documents. Mead & Hunt, Inc. makes no representation regarding the accuracy or completeness of the electronic files provided. In the event that a conflict arises between the signed or sealed hard-copy documents prepared by Mead & Hunt, Inc. and the electronic files, the signed or sealed hard-copy documents shall govern. Because information presented on the electronic files can be modified, unintentionally or otherwise, Mead & Hunt, Inc. reserves the right to remove all indicia of ownership and/or

involvement from each electronic display. Under no circumstances shall delivery of the files for reuse be deemed a sale by Mead & Hunt, Inc. and Mead & Hunt, Inc. makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Mead & Hunt, Inc. be liable for any loss of profit, delayed damages, or any consequential damages as a result of reuse or changes to files or any data therein.

12. Mead & Hunt, Inc. will provide services in accordance with ordinary generally accepted standards of professional practices. Mead & Hunt, Inc. disclaims all warranties and guarantees, express or implied. The parties agree that this is a contract for professional services and is not subject to any Uniform Commercial Code. Similarly, Mead & Hunt, Inc. will not accept those General Terms offered by the Client in its purchase order, requisition, notice of authorization to proceed, or any other contractual document except as set forth herein or expressly agreed to in writing. Written acknowledgment of receipt or the actual performance of services subsequent to receipt of such other contractual document is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein. Nothing in the Contract and/or General Terms is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.
13. Mead & Hunt, Inc. cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the actual and/or final project or construction costs or that the project or construction costs will not vary from the final costs of the project. The Client agrees to indemnify and to hold Mead & Hunt, Inc. harmless for any claim arising out of or related in any way to project or construction costs even if such claim arises out of and/or has been caused in whole or in part by negligence on the part of Mead & Hunt, Inc.
14. If the Client is a municipality or state authority or any government authority/agency, the Client agrees to indemnify and hold harmless Mead & Hunt, Inc. for all claims arising out of or related in any way to acts done by Mead & Hunt, Inc. in the exercise of legislative or quasi-legislative functions.
15. Neither the Contract nor these General Terms shall be construed as imposing upon or providing to Mead & Hunt, Inc. the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.
16. Mead & Hunt, Inc. shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of use, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages. Mead & Hunt, Inc. shall not be liable for any loss due to terrorism.
17. The Contract and these General Terms contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein shall be of any force or effect, and these General Terms supersedes any other prior understanding entered into between the parties on the subject matter hereof. The Contract and General Terms do not create any benefits for any third party. No waiver of compliance with any provision or condition hereof shall be effective unless agreed in writing duly executed by the waiving party.
18. The parties agree that Mead & Hunt, Inc.'s services in connection with the Contract and General Terms shall not subject any of Mead & Hunt,

Inc.'s current or former employees, officers, directors or shareholders to any personal legal liability for any breaches of this agreement or for any negligence in performing any services in connection with this agreement even if such claim arises out of and/or has been caused in whole or in part by negligence on the part of Mead & Hunt, Inc.'s current or former employees, officers, directors or shareholders. Therefore, notwithstanding anything to the contrary contained herein, the Client agrees that the Client's sole and exclusive remedy, for any breach of contract or any negligent performance of services in connection with this agreement shall be a claim against Mead & Hunt, Inc., and any claim, demand, suit, or judgment shall be asserted only as against Mead & Hunt, Inc.'s corporate entity, and not against any of Mead & Hunt, Inc.'s current or former employees, officers, directors, or shareholders, and the Client covenants not to sue these individuals. Each of Mead & Hunt, Inc.'s current and former employees, officers, directors or shareholders are made express beneficiaries of this Paragraph.

19. None of the rights and/or obligations of either party hereunder may be assigned except with the prior written consent of the other party, and any attempted assignment without such consent shall be void.
20. The limitations and indemnity provided herein shall not apply to the willful or intentional acts of Mead & Hunt, Inc. or its employees, shareholders, officers, or directors. The Client acknowledges and agrees that it has had an opportunity to negotiate with respect to the limitations of the General Terms and understands and agrees that if those Paragraphs were not included herein the fees for the services provided in connection with the General Terms and Contract would be significantly higher. The Client further acknowledges that it is a sophisticated party with experience in the acquisition of design services.
21. Mead & Hunt, Inc. disclaims any duty to defend the Client. The Client agrees that it shall not tender the defense of any claim arising out of or related to this Contract to Mead & Hunt, Inc.
22. If a dispute arises out of or relates to the Contract and/or General Terms, or its breach, the parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the parties shall endeavor to settle the dispute by mediation. If mediation is unsuccessful, then the parties may exercise their rights at law.
23. If any term or provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force.
24. Nothing contained in the Contract or the General Terms shall create a contractual relationship with or a cause of action in favor of a third party against Mead & Hunt, Inc. Mead & Hunt, Inc.'s services under the Contract are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Mead & Hunt, Inc. because of the Contract or General Terms or the performance or nonperformance of services hereunder.
25. The General Terms and the Contract shall be construed and interpreted in accordance with the laws of the state of California. No action may be brought except in the state of California.

**DRAFT CONTRACT BETWEEN THE CITY OF UKIAH
AND THE COUNTY OF MENDOCINO SHARING THE
COST OF CONSULTING SERVICES FOR COUNTY
AIRPORT LAND USE PLAN UPDATE**

This Agreement is made and entered in Ukiah, California on _____, 2019 (“Effective Date”), between the City of Ukiah (“City”), a general law municipal corporation, and the County of Mendocino (“County”), a political subdivision of the State of California. The City and County may be referred to herein separately as a “Party” and collectively as “the Parties.”

RECITALS:

1. The Mendocino County Airport Land Use Commission (“ALUC”), formed pursuant to Public Utilities Code Section 21670, adopted a countywide Airport Land Use Compatibility Plan (“ALUCP”), the Mendocino County Airport Comprehensive Land Use Plan, on October 21, 1993, which was revised on June 6, 1996.
2. According to the California Department of Transportation Division of Aeronautics Airport Land Use Planning Handbook, which outlines statutory requirements for ALUCs and ALUCPs in accordance with Public Utilities Code Sections 21670 – 21679.5, a comprehensive review and update of the ALUCP is recommended at least every five years.
3. Since last revised, among other changes that have occurred, the Federal Aviation Administration has modified the Runway Protection Zone (“RPZ”) and on May 20, 2015 the City adopted a revised Airport Layout Plan for the Ukiah Municipal Airport.
4. Due to the passage of time and the above-recited changes affecting the Ukiah Municipal Airport, the City and the County have agreed to jointly fund updating the ALUCP for the Ukiah Municipal Airport only.
5. The purpose of this Agreement is to set forth the terms and conditions under which the City will contract with Mead and Hunt, Inc. (“Consultant”) to provide consulting services to the ALUC to assist in the development, consideration of and adoption of revisions to the ALUCP.

AGREEMENT:

In consideration and reliance upon the above-recitals, the terms and conditions stated below and other good and valuable consideration the receipt of which is hereby acknowledged, the Parties agree as follows.

1. **City to Contract with Consultant.** The City will contract with Consultant to perform the scope of work for the fees and expenses set forth in the attached Exhibit A. County shall not be considered a party to the Consulting Agreement and shall have no responsibility or liability for the Consultant’s performance or for payment of its fees. County shall provide the staff support and coordination assigned to it under Exhibit A.

1.1 City will assign staff to perform the City's responsibilities as described in Exhibit A and provide County with their names and contact information.

1.2 County will assign staff to perform the County's responsibilities as described in Exhibit A and provide City and Consultant with their names and contact information.

1.3 Both City and County will strive to diligently perform the tasks assigned to them in Exhibit A and this Agreement and to complete those tasks within the time estimated for their completion as set forth in Exhibit A.

2. Payment for Consulting Services. The City will pay Consultant in accordance with Exhibit A. County shall reimburse the City for up to one third (\$43,333.33) of the total cost as its share of Consultant's fee as detailed in Exhibit A. If the Consultant fee increases in accordance with the Exhibit A within the existing Scope of Work, the County contribution shall increase in proportion to its share of the fee quoted in Exhibit A. There shall be no change to the Scope of Work without the prior written consent of the City and the County. Any cost of any change in the Scope of Work sought by one party shall be paid by the Party seeking the change, even though approved by both Parties. If the change in the Scope of Work is sought by both Parties, they shall pay respective shares of that cost as they shall agree in the writing approving the change. The City will submit routine invoices to the County for reimbursement during the engagement along with the corresponding billing detail from the Consultant.

3. Coordination of Consultant Services. The Parties shall perform the coordination functions as generally described in Exhibit A. County shall be responsible for facilitating communication between the Consultant and the ALUC, for scheduling meetings of the ALUC to consider communications from the Consultant and providing staff and clerical support for the ALUC. The Parties understand and acknowledge that the ALUC is an independent commission established in accordance with state law and the County is not responsible for and shall have no liability for the decisions and actions of the ALUC, unless specifically imposed on County by state law.

4. Defense Costs. In the event an action or proceeding is brought against the ALUC, the County or any officer or employee thereof to attack, review, set aside, void or annul the ALUC's adoption of revisions to the ALUCP or the environmental document which accompanies it, the City and the County shall jointly defend the action or proceeding, sharing costs of the defense equally. Outside counsel may be used to defend the decision, if both the City and the County agree to use outside counsel. If jointly funding the defense, both parties shall exercise equal control over the conduct thereof.

If, during the administrative proceedings conducted to revise the ALUCP, the parties agree that additional costs should be incurred for outside legal counsel or consulting services, they shall each share those costs equally.

5. Access to County GIS. During the term of this Agreement, County shall provide City and Consultant with remote access to the County's GIS system for performing tasks identified in Exhibit A, subject to any reasonable conditions generally applied to similar users of the GIS system.

6. Miscellaneous.

6.1 Choice of Law. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

6.2 Venue. All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.

6.3 Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

6.4. Entire Agreement. This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.

6.5 Headings. Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

6.6 Modification of Agreement. This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

6.7 Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

6.8 Notice. Whenever written notice is required or permitted under this Agreement, it shall be deemed given and received as follows:

a. If given by overnight courier, certified mail, return receipt requested or personal delivery, it shall be deemed given and received on the date received.

b. If given by fax or email, it shall be deemed given and received, when the sender receives an acknowledgment of receipt.

c. When sent by regular first-class mail, it shall be deemed given and received, 48 hours after the notice is deposited in the mail.

The notice shall be deemed given and received as provided above, if sent to the address, fax number or email address specified below.

City of Ukiah

Craig Schlatter
Community Development
Ukiah Civic Center
300 Seminary Avenue
Ukiah, CA 95482
Fax: 707-563-6204
cschlatter@cityofukiah.com

County of Mendocino

Brent Schultz
Planning & Building Services
County Administration Offices
501 Low Gap Road, Room 1030
Ukiah, CA 95482
Fax: 707-463-5709
schultzb@mendocinocounty.org

WHEREFORE, the Parties have entered this Agreement on the Effective Date.

CITY OF UKIAH

COUNTY OF MENDOCINO

Sage Sangiacomo, City Manager

Carmel J. Angelo, County Executive
Officer

ATTEST:

ATTEST:

Kristine Lawler, City Clerk

Karla Van Hagen, Senior Deputy Clerk

Approved as to form:

David J. Rapport, City Attorney

Katharine L. Elliott, County Counsel

UKIAH MUNICIPAL AIRPORT LAND USE COMPATIBILITY PLAN

SCOPE OF SERVICES

2019-01-31

This document outlines the Scope of Services (SCOPE) to be provided by Mead & Hunt, Inc. (CONTRACTOR) for preparation of a new Ukiah Municipal Airport Land Use Compatibility Plan (UKIALUCP) under contract with the City of Ukiah (CITY). Responsibilities of CITY under this agreement are also listed.

The new UKIALUCP is intended to replace the Ukiah Municipal Airport Comprehensive Land Use Plan, which is currently included as part of the *Mendocino County Airport Comprehensive Land Use Plan* (MCACLUP) adopted by the Mendocino County Airport Land Use Commission (ALUC) in 1993, and later amended. The new UKIALUCP will be a complete plan unto itself and separate from policies or other content contained in the remainder of the MCACLUP.

Although CITY owns the Ukiah Municipal Airport (UKI) and has land use control over most of the surrounding area, implementation of the new UKIALUCP will first require adoption by ALUC. ALUC functions under the auspices of the County of Mendocino (COUNTY). Participation of COUNTY/ALUC is essential to accomplishment of SCOPE. Specific responsibilities of COUNTY/ALUC under this agreement are listed herein.

The overall endeavor under SCOPE, including responsibilities of CITY and COUNTY/ALUC, is referred to herein as PROJECT.

Element 1. Project Management and Coordination

1.1 Project Administration

CONTRACTOR shall perform routine administrative duties including regular communication with CITY staff, processing contract documents, and monthly invoicing for the anticipated twelve (12) month duration of PROJECT.

1.2 Coordination with County/ALUC

PROJECT will require efficient coordination among CONTRACTOR, CITY, and COUNTY/ALUC. Much of this coordination will be accomplished via conference calls. In-person meetings, including public meetings, are also provided. The purposes of some meetings will be to enable CONTRACTOR to obtain information from CITY and COUNTY/ALUC necessary for preparation of UKIALUCP, as well as feedback on draft materials to be prepared by CONTRACTOR. Other meetings will be public meetings for presentation of a draft UKIALUCP or components thereof, for obtaining public input, and ultimately for adoption of the UKIALUCP by ALUC. The timing and function of individual meetings are identified in subsequent tasks.

SCOPE provides for a total of up to six (6) project trips for staff-level and public meetings to be attended in person by one (1) CONTRACTOR staff and up to six (6) conference calls involving CONTRACTOR, CITY, and COUNTY/ALUC representative. Any in-person staff-level and public meetings held on the same day will be counted as a single meeting.

CONTRACTOR DELIVERABLES

- *Final scope, budget, and schedule.*
- *Monthly communication with CITY staff for purposes of tracking progress, schedule, and budget.*
- *Monthly invoices and status reports.*
- *Participation in meetings with CITY and COUNTY/ALUC as described under Task 1.2 (all meetings are budgeted under this element).*

CITY RESPONSIBILITIES

- *Identify an individual with whom CONTRACTOR shall maintain coordination and who shall participate in PROJECT meetings.*
- *Arrange rooms, noticing PROJECT meetings, distribute deliverables, and maintain overall coordination with the COUNTY/ALUC.*

COUNTY/ALUC RESPONSIBILITIES

- *Identify an individual or individuals with whom CITY staff shall coordinate and who shall participate in PROJECT meetings.*
- *Schedule and agendize ALUC meetings where PROJECT is to be discussed or acted upon.*

Element 2. Data Collection and Compilation

2.1 Kickoff Meeting

CONTRACTOR shall formally begin PROJECT by making a presentation to ALUC. This presentation will allow CONTRACTOR staff to introduce ourselves and outline the work products, schedule and planned interaction among CONTRACTOR, CITY, and COUNTY/ALUC.

2.2 Airport and Land Use Data and Mapping

PROJECT will require certain background data and maps regarding UKI and surrounding land uses in CITY and COUNTY jurisdictions to be made available to CONTRACTOR. CONTRACTOR will rely upon CITY and COUNTY to provide the following data:

- **Airport Layout Plan (ALP) Drawing:** California state law requires that an ALUCP be based on a current master plan of the airport or, if none exists, a current ALP may be used with the approval of the Caltrans Division of Aeronautics. The Division typically requests an ALP that has been approved by the Federal Aviation Administration (FAA). As CITY has not recently adopted a Master Plan for UKI, CONTRACTOR will utilize the FAA-approved 2015 ALP drawing. The existing and future airfield configurations depicted in the 2015 ALP will be reflected in new UKIALUCP maps. CONTRACTOR will submit the UKI ALP to Caltrans for approval as the basis for UKIALUCP.

- **Airport Activity and Flight Track Data:** CONTRACTOR will work with airport management, other CITY staff, and airport tenants familiar with UKI to estimate the current composition and overall level of aircraft operations at UKI utilizing readily available data. These sources will also be asked to assist with mapping of typical flight routes used by various types of aircraft operating at UKI.
- **Airspace Plan Drawing:** The Airspace Plan drawing shows the critical airspace surfaces established in accordance with Code of Federal Regulation (CFR) Part 77, *Safe, Efficient Use, and Preservation of the Navigable Airspace*. The Airspace Plan will be used to establish height restrictions for the areas surrounding UKI.
- **Land Use Data and Mapping:** CONTRACTOR shall rely upon GIS data from CITY and COUNTY depicting existing land uses and the adopted general plan land use designations within the UKI vicinity. CONTRACTOR shall also review adopted CITY and COUNTY general plans and other policy documents for information and policies pertaining to land uses around UKI.

2.3 Activity Forecasts and Noise Contours

By law, ALUCPs must have a time horizon of at least 20 years. The activity data and forecasts are used to generate projected aircraft noise contours.

- **Activity Forecasts:** Using activity data obtained in Task 2.2, CONTRACTOR shall prepare new UKI aircraft operations forecasts for the year 2040.
- **Noise Contours:** Using current activity data and forecasts of future operations together with flight track information from Task 2.2, CONTRACTOR shall prepare Community Noise Equivalent Level (CNEL) noise contours for current and 2040 aircraft operations at UKI. Contours will be depicted in 5 dB increments for CNEL 55 dB and above. The FAA's AEDT noise model will be used. The 2040 contours will take into account both the current and proposed configurations of the UKI runway as shown on the 2015 ALP.

2.4 Background Data Chapter

Documentation of facts pertaining to UKI and land uses around it is an essential foundation to UKIALUCP. It also will form the basis for the environmental impact analysis to be completed in Element 4. Once the airport and land use information has been gathered and sorted, CONTRACTOR shall prepare new maps and data tables for inclusion as a Background Data chapter in UKIALUCP. The CONTRACTOR shall hold a conference call with the CITY and COUNTY/ALUC representatives to obtain comments on and corrections to the Background Data chapter.

CONTRACTOR DELIVERABLES

- *List to be provided to CITY and COUNTY indicating airport and land use data needs for UKIALUCP.*
- *Letter to Caltrans requesting acceptance of 2015 UKI ALP as basis of UKIALUCP.*
- *Draft UKIALUCP Background Data chapter for review by CITY and COUNTY.*

CITY RESPONSIBILITIES

- *Assist CONTRACTOR in obtaining or estimating current UKI aircraft activity and flight track data.*

- Provide CONTRACTOR with current land use and future land use designation maps in GIS format for areas in CITY jurisdiction.
- Review draft Background Data chapter and provide corrections to CONTRACTOR.

COUNTY RESPONSIBILITIES

- Provide CONTRACTOR with current land use and future land use designation maps in GIS format for areas in COUNTY jurisdiction.
- Review draft Background Data chapter and provide corrections to CONTRACTOR.

Element 3. Draft ALUCP Preparation

3.1 Impact Identification

Consistent with the guidelines in the 2011 *California Airport Land Use Planning Handbook* (Handbook), the UKIALUCP will continue to address the four types of compatibility concerns in a composite manner:

- **Noise** is the impact most directly affected by the airport activity forecasts.
- **Safety** is the compatibility concern associated with the risks that potential aircraft accidents pose to people and property on the ground. Using data and guidance from the 2011 Handbook, CONTRACTOR shall delineate locations around UKI where heightened risk levels may warrant restrictions on future land use development.
- **Airspace Protection** is critical to airport viability in that airspace obstructions can be hazards to flight and can necessitate changes to aircraft flight procedures. The UKI Airspace Plan will be used to depict this critical airspace. Additionally, FAA guidelines will be used to map locations where certain types of land uses can attract birds in a manner that can be hazardous to aircraft in flight.
- **Overflight** pertains to areas beyond the noise contours where aircraft noise can be annoying or disruptive. For general aviation airports, the area of overflight concern is primarily within and near the aircraft traffic pattern.

Using the aeronautical and land use data gathered in the preceding tasks, CONTRACTOR shall map and describe the magnitude and extent of these concerns. The combined geographic extent of the four impact concerns will constitute the UKI influence area.

CONTRACTOR shall identify the compatibility factors that have changed in a manner that warrant a change to the 1993 (as amended) UKIALUCP compatibility zones and/or criteria. CONTRACTOR shall also identify the basic strategies available for addressing the changed conditions. CONTRACTOR shall summarize this information in a Discussion Paper to be presented to CITY and COUNTY/ALUC and hold a conference call to obtain feedback.

3.2 Draft Policies Chapter

The centerpiece of an ALUCP is the policy section. There are two types of policies that an ALUCP must include: compatibility policies and procedural policies. Compatibility policies and associated maps establish the basis for an ALUC's determination of whether proposed land use plans and projects are

compatible with the airport involved. Procedural policies define the steps to be followed both by local agencies in referring actions for ALUC review and by an ALUC in conducting the reviews.

The ALUC's 1993 compatibility and procedural policies for UKI are outdated and do not conform to guidance in the Caltrans 2011 Handbook. Regardless of this status, because these are the adopted policies now in effect, CONTRACTOR will consider them as a starting point for preparation of policies for the new UKIALUCP. Nevertheless, significant clarification, expansion, and potential substantive changes to the current policies are envisioned. As part of PROJECT, CONTRACTOR shall prepare a complete new Policies chapter containing both compatibility and procedural policies applicable only to UKI, not the other airports for which ALUC has responsibility. A composite Compatibility Map, similar in concept to the one in the 1993 CLUP for UKI, which reflects the combined effects of all four compatibility concerns will be in the Policies chapter.

The Policies chapter will be presented in draft form to CITY and COUNTY/ALUC for discussion and feedback. Separately, CONTRACTOR shall prepare a Discussion Paper listing major differences in compatibility and procedural policies between those currently in effect and the ones contained in the draft Policies chapter. The CONTRACTOR shall hold a conference call with CITY and COUNTY/ALUC representatives to seek input to the Discussion Paper.

3.3 General Plan Consistency Review

For CITY and COUNTY/ALUC to understand the implications of the draft UKIALUCP upon their plans and policies, they will want to know where the conflicts lie. In this task, CONTRACTOR shall conduct a preliminary review of CITY and COUNTY general plans to assess the extent to which they may be inconsistent with the draft ALUCP criteria. CONTRACTOR shall emphasize the adopted general plan land use maps but shall also assess whether other types of essential airport land use compatibility measures, such as limits on heights of antennas and other structures, are in place. The outcome of this review will initially be presented to CITY and COUNTY/ALUC but will later become a central component of the CEQA document for the draft UKIALUCP. The CONTRACTOR shall hold a conference call with the CITY and COUNTY/ALUC representatives to discuss the results of the consistency analysis.

3.4 Administrative Draft and Public Draft UKIALUCP

The intent of PROJECT is to produce a new, self-contained UKIALUCP. In this task, CONTRACTOR shall assemble a complete draft document for presentation to CITY and COUNTY/ALUC. CONTRACTOR shall modify the draft Background Data and Policies chapters (prepared in Tasks 2.4 and 3.3) in response to comments from CITY and COUNTY/ALUC. Also to be included in the draft document shall be an Introduction Chapter explaining the purpose of the UKIALUCP and the respective roles of CITY and COUNTY/ALUC in implementing its policies. Standard appendix material (current state laws regarding ALUCs, FAA airspace protection regulations, typical aviation easement wording, glossary, etc.) will also be included.

The UKIALUCP will initially be prepared as an Administrative Draft for review at the staff level by CITY and COUNTY/ALUC. Following receipt of staff comments, CONTRACTOR shall make essential revisions and produce a Public Draft to be made available for public review and comment. The CONTRACTOR

shall hold a conference call to present the Administrative Draft UKIALUCP to the CITY and COUNTY/ALUC representatives. COUNTY Director of Planning and Building Services and CITY Director of Community Development shall provide written approval of the Draft UKIALUCP to CONTRACTOR and CITY before the Draft UKIALUCP is released for public review or presented to any public commission, council or board.

CONTRACTOR DELIVERABLES

- *Draft Policies chapter for CITY and COUNTY/ALUC review.*
- *General plan consistency review.*
- *Administrative Draft UKIALUCP (pdf format).*
- *Public Draft UKIALUCP (pdf format).*

CITY RESPONSIBILITIES

- *Review draft material and provide feedback to CONTRACTOR within one week of receipt.*
- *Prior to document release, provide written approval of the Draft UKIALUCP to CONTRACTOR.*
- *Make Public Draft available on CITY website.*

COUNTY RESPONSIBILITIES

- *Review draft material and provide feedback to CONTRACTOR.*
- *Prior to document release, provide written approval of the Draft UKIALUCP to CONTRACTOR.*
- *Make Public Draft available on COUNTY/ALUC website and distribute public noticing of document's availability.*

Element 4. Environmental Impact Documentation

4.1 Displacement Analysis

Adoption and implementation of the Draft UKIALUCP could result in changes to future development patterns by shifting or displacing the location of future residential and nonresidential land uses in the UKI influence area. The purpose of the displacement analysis is to identify conflicts with the land use and growth patterns provided in CITY and COUNTY planning documents and to determine the extent to which future development would be displaced. With certain exceptions, the displacement analysis will quantify the potential displacement of residential uses and qualify potential future displacement of nonresidential uses. This analysis will supplement the initial general plan consistency review conducted as part of the Element 3 work. CONTRACTOR shall provide the displacement results to CITY and COUNTY/ALUC for review and comment as it will become the central component of the CEQA documentation. The CONTRACTOR shall hold an in-person meeting to present the displacement results to CITY and COUNTY/ALUC staff representatives and invited key stakeholders.

4.2 CEQA Initial Study/Negative Declaration

This task accomplishes preparation of environmental impact documentation necessary for adoption of the UKIALUCP in accordance with the California Environmental Quality Act (CEQA) and the 2007 California Supreme Court decision in Muzzy Ranch Company v. Solano County Airport Land Use Commission. An

ALUCP is regulatory in nature and does not involve physical construction but does have indirect impacts. Accordingly, CONTRACTOR shall analyze the environmental impacts associated with the UKIALUCP and shall emphasize the issues associated with project implementation; specifically: noise, land use, population and housing, and cumulative impacts.

CONTRACTOR shall document the results of the above analysis in an Initial Study structured in accordance with CEQA requirements. Recognizing that the assessment will focus on where the new UKIALUCP will increase restrictions on underlying land uses, CONTRACTOR anticipates that the likelihood of significant displaced development to be low. CONTRACTOR expects that a Negative Declaration incorporating the Initial Study will be sufficient to achieve CEQA compliance. If this should prove not to be the case, then the Initial Study can serve as the basis for preparation of an Environmental Impact Report (EIR) under a subsequent or amended contract agreement. CONTRACTOR shall submit the CEQA document to the State Clearinghouse.

CONTRACTOR DELIVERABLES

- *Discussion paper outlining the displacement results (pdf format).*
- *Draft Initial Study and Negative Declaration (pdf format).*
- *State Clearinghouse submittal package.*

CITY RESPONSIBILITIES

- *Review Discussion Paper and Draft Initial Study and provide comments to CONTRACTOR.*
- *Make CEQA document available on CITY website.*

COUNTY RESPONSIBILITIES

- *Review Discussion Paper and Draft Initial Study and provide comments to CONTRACTOR.*
- *Make CEQA document available on COUNTY/ALUC website and distribute public noticing of document's availability as required by law.*

Element 5. Review and Adoption

5.1 Presentation to ALUC

At the outset of the public review period, CONTRACTOR shall make a presentation to ALUC to describe the draft UKIALUCP, its differences from the current plan, and major findings of the environmental review. The ALUC meeting should be structured to allow public comment on the draft UKIALUCP and CEQA document. Two additional trips are provided to present the draft UKIALUCP to joint meetings of 1) the City Council and Board of Supervisors; and 2) the Ukiah Planning Commission and Mendocino County Planning Commission..

5.2 Response to Comments

CONTRACTOR shall tabulate comments received on the draft UKIALUCP made during the ALUC meeting or subsequently received in writing. CONTRACTOR shall include brief responses to each comment and indicate recommended changes to the draft UKIALUCP. CONTRACTOR shall list recommended revisions to the draft ALUCP in a formal Addendum.

5.4 Adoption by ALUC

CONTRACTOR shall make a presentation to the ALUC summarizing the comments received and revisions proposed for the UKIALUCP at an ALUC hearing. Approval of the environmental document and adoption of the UKIALUCP will require formal actions by ALUC. CONTRACTOR shall assist CITY and COUNTY staff with preparation of the staff report and adopting documents for the approval of the environmental document and adoption of the UKIALUCP.

5.5 Final ALUCP

After ALUC adopts the UKIALUCP, CONTRACTOR shall prepare a final version of the UKIALUCP incorporating all the changes listed in the Addendum. CONTRACTOR shall provide CITY and COUNTY with one hard copy each of the final plan and a CD containing all text, GIS maps, and other final document material in their original digital file formats.

Element 6. Additional Services

While the deliverables and basic work effort required for the project are known, many times a need arises for additional services. CONTRACTOR recommends that the work scope include a contingency budget of at least five thousand dollars (\$5,000) to cover unanticipated tasks.

AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES

This Agreement, made and entered into this ____ day of _____, 2019 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and Mead & Hunt, a corporation organized and in good standing under the laws of the state of Wisconsin and authorized to conduct business in the state of California, hereinafter referred to as "Consultant".

RECITALS

This Agreement is predicated on the following facts:

- a. City has an agreement with Mendocino County to acquire consulting services to assist the Mendocino County Airport Land Use Commission ("ALUC") update the portion of the Mendocino County Airport Land Use Plan ("ALUP") related to the Ukiah Municipal Airport.
- b. Consultant represents that it has the qualifications, skills, and 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", which includes additional 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 by _____, 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 \$130,000. 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 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 date of final invoice for this project.

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 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.

7.10 Mendocino County Third Party Beneficiary. The County of Mendocino is a third-party beneficiary of Sections 6.0, 6.1 and 6.2 of this Agreement with the same right as a party to enforce them. The County of Mendocino shall be named as an additional insured in compliance with Section 6.1.D.1.a.

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 COMMUNITY DEVELOPMENT
300 SEMINARY AVENUE
UKIAH, CALIFORNIA 95482-5400

MEAD & HUNT
ATTN: KENNETH A. BRODY
1360 19TH HOLE DRIVE, SUITE 200
WINDSOR, CALIFORNIA 95482

9.0 SIGNATURES

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

CONSULTANT

BY: _____

Date

PRINT NAME: _____

IRS IDN Number

CITY OF UKIAH

BY: _____

Date

SAGE SANGIACOMO
CITY MANAGER

ATTEST

CITY CLERK

Date



AGENDA SUMMARY REPORT

SUBJECT: Mid-Year Departmental Budget and Objectives Progress Review for Fiscal Year 18-19 and Review of Draft Objectives for Fiscal Year 19-20.

DEPARTMENT: Finance

PREPARED BY: Daniel Buffalo

ATTACHMENTS:

[Attachment 1 - Airport](#)

Summary: As part of the mid-year review of the fiscal year 2018-19 budget and development process for the fiscal year 2019-20 budget, departments will present their individual mid-year budget and objectives progress report and outline their planned, specific objectives for the coming year and beyond.

Background: As part of the mid-year review of the current budget year and development of the budget for next year, each City department will present their individual budget information through December 31, 2018, progress on stated budget objectives for the current year, and plans for the next fiscal year and beyond. Every department has been scheduled and will present over the course of February and March.

Discussion: Departments presenting are the City Manager's Office and Airport. The mid-year summary for the Airport is provided as Attachment #1. At the time of agenda publication, presentation materials for the City Manager's Office were still under review and will be provided for the Council/Public prior to the meeting date.

RECOMMENDED ACTION: Receive, consider, and discuss department-specific budget reports and progress updates on stated objectives for the 2018-19 fiscal year. In addition, the Council will review draft Objectives for the Fiscal Year 19-20. Departments presenting at this meeting are the City Manager's Office and Airport.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

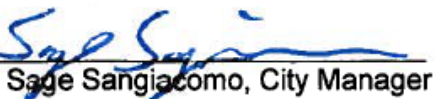
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: City Manager's Office; Greg Owen, Airport Manager

Approved:


Sage Sangiacomo, City Manager

City of Ukiah
Activity Summary

Fiscal Year 2018-19



	Name	Number	Number of FTEs (department-wide)
Department	AIRPORT	25	4.24
Division	UNDEFINED		
Section	UNDEFINED		

Description

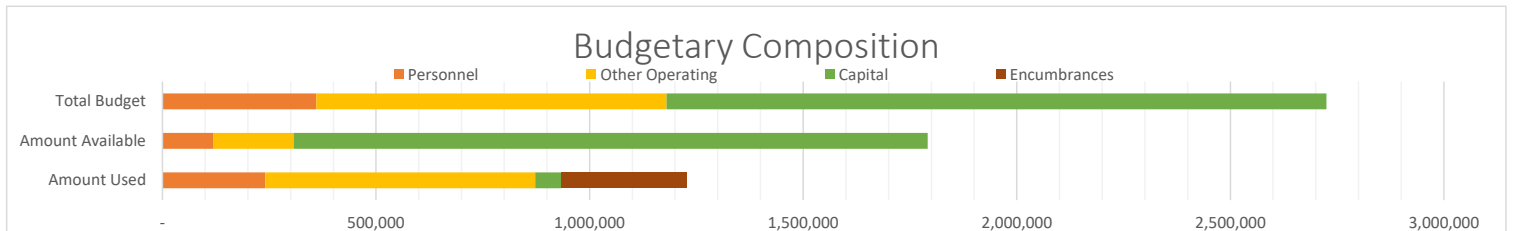
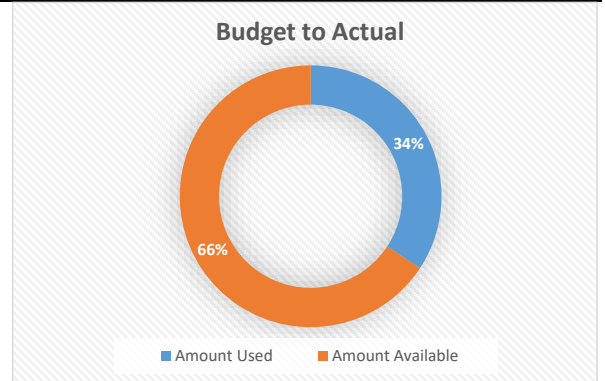
The Ukiah Municipal Airport provides an alternative form of transportation and emergency access in and out of Ukiah.

The operations and maintenance activities include the management, supervision and training of staff as well as the upkeep of facilities and equipment. The Airport: maintains over two miles of runway and taxi-way pavement; 260 runway and taxi-way lights; two fuel trucks-Jet A truck holding 5,000 gallons and Avgas truck holding 750 gallons of fuel; 20,000 gallon bulk fuel storage tank that is split to hold 12,000 gallons Avgas and 8,000 gallons of Jet A; 160 acres of airport property; and over 60 hangars and other buildings.

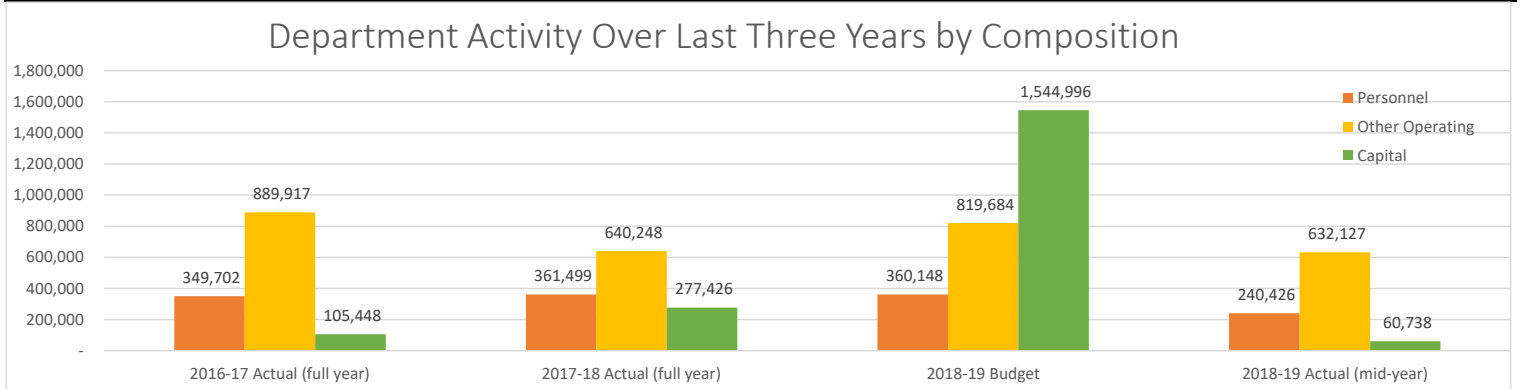
Activities Performed:

- ☐ Formulates and manages programs for the development and promotion of aviation and airport facilities, including fueling facilities.
- ☐ Provides management of land-lease facilities and parking for private and corporate aircraft, fixed-base operators, and other airfield tenants. Keeps tenants appropriately informed.

Budget Summary



Activity Trends



Notes

	Goals and Objectives	Status	Department/Division Comments:
1	Runway 15-33 Pavement Reduction Phase 2	In progress	Staff is working with the FAA. Scope of this project has changed and pavement replacement should begin this spring.
2	20,000 Gallon Jet A fuel tank	In progress	Staff is working to find a vender.
3	Update Mendocino County Airport Land Use Commission (ALUC)	In progress	Staff is working with Mead & Hunt to perform the much needed update.



Fiscal Year 2019-20
Airport Operations Division

	Number	Number of FTEs (department-wide)
Department	25	
Division	252	
Section	2520	

Future Objectives Fiscal Year 2019-20

	Near-term	Department/Division Comments:
1	Obstruction Removal	Caltrans has identified obstructions(trees) on and around the airport that are penetrating the air space and need to be removed or trimmed.
2	Runway 15-33 lighting and payment removal	Pending FAA grant funding.
3	Update Airport Business Plan	Staff and the Airport Commission have spent several months working on an Airport Business Plan. Staff is working on some final updates and will be ready to bring this plan forward soon.
4	Taxiway B,D demo: Construction of new Taxiway A2, A4, R/W 33 Blast pad.	FAA Grant Construction Project.
5	Rehab of Taxiway A, A3 and A5 Design.	FAA Grant Design Project.

	Intermediate-term	Department/Division Comments:
1	Slurry seal projects	Staff has been working to slurry seal ramps, aprons, and parking lot around the airport.
2		
3		
4		
5		

	Long-term	Department/Division Comments:
1	Taxi way Pavement replacement, Rehab of Taxiway A, A3, and A5	FAA Grant Construction Project, funding pending.
2		
3		
4		
5		



AGENDA SUMMARY REPORT

SUBJECT: Authorize the City Manager to Execute Amendment 1 to Contract with The Weist Law Firm for Bond Counsel Services for the Refunding of the 2006 Revenue Bonds.

DEPARTMENT: Finance

PREPARED BY: Mary Horger

ATTACHMENTS:

[Attachment 1 - Contract 1718-159 - Weist](#)

[Attachment 2 - Amendment 1 DRAFT - C#1718-159](#)

Summary: City Council will consider authorizing the City Manager to execute Amendment 1 to Contract 1718-159 with The Weist Law Firm for bond counsel services for the refunding of the 2006 revenue bonds, for an additional contract amount of \$62,235, for a total revised contract amount of \$158,235.

Background: In December of 2017, Council approved entering a contract with The Weist Law Firm for bond counsel services for the refunding of the 2006 revenue bonds in an amount not to exceed \$96,000. Please refer to Attachment 1 for a copy of the contract.

Discussion: Since the execution of the contract, and because of the challenges that the Ukiah Valley Sanitation District (UVSD) lawsuit presented to timing of the restructuring of the bonds, the structure of the refunding was changed three separate times and continues to change and evolve.

RECOMMENDED ACTION: Authorize the City Manager to execute Amendment 1 to Contract 1718-159 for an additional contract amount of \$62,235, for a total revised contract amount of \$158,235.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 84113400.52100.18001: \$0

PROPOSED BUDGET AMOUNT: \$62,235

FINANCING SOURCE: Bond Proceeds

PREVIOUS CONTRACT/PURCHASE ORDER NO.: COU No. 1718-159

COORDINATED WITH: Daniel Buffalo, Finance Director

Approved:


Sage Sangiacomo, City Manager

The complexities, delays, and unresolved issues between the City and UVSD have resulted in an amount of work exceeding the usual amount incurred by bond counsel on similarly-sized issues. Additionally, The Weist Law Firm incurred over 90 hours of time (\$43,650) spent towards legal advisor/facilitator to the settlement agreement process, as it pertained to refunding.

Due to these issues, an amendment to the contract is necessary to add \$62,235 to the contract, resulting in a revised contract amount, not to exceed \$158,235. Please refer to Attachment 2 for a draft copy of the amendment. This amount only represents 70% of the total fees that have been actually incurred.

Costs associated with these services will be paid for through the refunding, as is typical for this type of debt issue.

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement, made and entered into this 7th day of December, 2017 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and The Weist Law Firm, a law firm, 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 Bond Counsel Services in connection with the City's entry into a contract with the refunding of the 2006 Revenue Bonds.
- 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", 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 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 \$96,000, in each case fully contingent on the execution of the refunding of the 2006 Revenue Bonds. 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 A,

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 A. 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 the work satisfactorily performed prior to the date of the invoice, and shall be due and payable thirty (30) days after receipt by the City. The invoice 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 date of final invoice.

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 to the extent of Consultant's insurance coverages set forth in Paragraph 6.1 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:

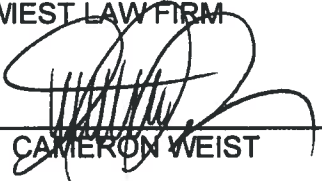
CITY OF UKIAH
DEPT. OF FINANCE
300 SEMINARY AVENUE
UKIAH, CALIFORNIA 95482

THE WEIST LAW FIRM
MR. CAMERON A. WEIST, ESQ.
108 WHISPERING PINES DRIVE, SUITE 235
SCOTTS VALLEY, CALIFORNIA 95066

9.0 SIGNATURES

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

THE WEIST LAW FIRM

BY: 

CAMERON WEIST

December 7, 2017

Date

565493055

IRS IDN Number

CITY OF UKIAH

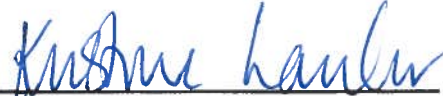
BY: 

SAGE SANGIACOMO
CITY MANAGER

3-23-18

Date

ATTEST


CITY CLERK

3-26-18

Date

ATTACHMENT A

SCOPE OF SERVICES & FEE STRUCTURE

BOND AND DISCLOSURE COUNSEL SERVICES FOR CITY OF UKIAH

In connection with the issuance of Series 2018 Refunding Revenue Bonds (the "2018 Bonds"), the proceeds of which will be used to prepay and legally defease the entire issue of outstanding 2006 Water and Wastewater Revenue Bonds, Series A (the "2006 Bonds") issued by the Association of Bay Area Governments (the "ABAG") on March 2, 2006, Weist Law agrees to provide the following services:

Pre-Refunding Considerations.

We will guide the City through certain legal and financial pre-refunding considerations when analyzing the contemplated refunding of the 2006 Bonds (the "Refunding"). Some of these considerations include:

- (i) making sure that that the 2006 Bonds can be refunded on a current basis (as opposed to an advanced basis) and further ensure that any restructured debt will comply with requirements any new legislation affecting tax-exempt bonds;
- (ii) making sure that any parity debt that is not being restructured is fully considered and their respective associated covenants are examined for compliance;
- (iii) working with the City's staff and Financial Advisor to devise a plan of Refunding that is designed to result in the lowest financing cost possible;
- (iv) working with the Trustee and Escrow Agent to ensure that all required redemption notices are timely and properly delivered to existing bond owners of the 2006 Bonds being Refunded;
- (v) making sure that the escrow agreement properly and legally defeases all outstanding 2006 Bonds being refunded, and that the escrow investment meets the requirements of the prior bond documents pertaining to the 2006 Bonds; and
- (vi) advising as to the proper and prudent reserve levels, and/or surety reserve requirements and levels, as the case may be.

Bond Counsel Services:

Bond Counsel shall provide the following legal services in connection with the preparation of the resolutions, documents and certifications necessary for the undertaking and consummation of the Refunding and issuance of the 2018 Bonds contemplated by this Proposal. Such services shall include the following:

1. Consulting with representatives of the City and its staff, including, but not limited to, the City Manager, Finance Director, Public Works Director and the City Attorney, as well as the City's engineers, consultants, and others, with respect to the timing, terms and legal and financial structure of the Refunding and issuance of the 2018 Bonds.
2. Preparing all resolutions, ordinances, notices, affidavits, Depository Trust Company agreements, escrow agreements, indentures, installment sale

agreements, lease or loan agreements, and other legal documents customarily prepared by Bond Counsel, as required for the undertaking and consummation of the Refunding and issuance of the 2018 Bonds (the "Principle Documents").

3. Reviewing documentation prepared by City staff, advisors, and/or consultants, including audit reports and budgets, project descriptions, rate studies and rate setting documents, underwriter and banking term sheets and bid documents and the purchase contracts to be derived therefrom.
4. Preparing documentation relating to any debt service coverage stipulations, parity debt conditions, rate stabilization constructs, redemption provisions and reserve fund requirements required in connection with the undertaking and consummation of the Refunding and issuance of the 2018 Bonds.
5. Preparing the escrow agreements (including all required redemption notices) necessary for the full and proper defeasance of the 2006 Bonds.
6. the various legal and financing structures that may be available to the City in connection with the undertaking and consummation of the Refunding and issuance of the 2018 Bonds.
7. Attending such meetings or hearings of the City Council (the "Council"), and working group meetings or conference calls as the City may request, and as Bond Counsel deems prudent and necessary.
8. Preparing all final closing papers required to consummate the Refunding and issuance of the 2018 Bonds, as well as the coordination of the closing thereof.
9. Providing Bond Counsel's customary final legal opinion as to the validity of the 2018 Bonds and the exemption from gross income for federal income tax purposes and from California personal income tax of interest thereon.
10. the required reports to the California Debt and Investment Advisory Commission (pursuant to section 8855 et seq. of the Government Code) respecting the sale of the 2018 Bonds, as well as the required Form 8038-G to the Internal Revenue Service (pursuant to Section 149 of the Internal Revenue Code of 1986).
11. Preparing a complete transcript of the proceedings for the 2018 Bonds, containing signed copies of all resolutions, ordinances, legal agreements, disclosure statements, certificates and notices. Copies shall be provided to the City and each member of the financing team.

Disclosure Counsel Services: If the City chooses to proceed with a public offering (as the desired alternative to a private placement), Bond Counsel shall provide the following legal services as the City's Disclosure Counsel in connection with the preparation of the Official Statement for the corresponding 2018 Bonds, and related sales documents to be used in connection therewith. Such services shall include the following:

1. Consulting with City staff and officers in order to perform the due diligence required to produce the Official Statement (both preliminary and final).
2. Discussing and consulting with City staff and the Financial Advisor, as well as all applicable underwriters, attorneys, engineer's, title officers, trustees or fiscal or paying agents, feasibility consultants and all other professionals or participants in the issuance of the 2018 Bonds, in order to perform the due diligence required to produce the Official Statement (both preliminary and final).

3. Reviewing all agreements, certificates, resolutions, orders, notices, and affidavits produced in said proceedings and such other reports, documents and correspondence of legal nature as may be necessary in order to perform the due diligence required to produce the requisite Official Statement for each of the Financing Transaction (both preliminary and final).
4. Preparing the bond purchase contract for the 2018 Bonds.
5. Preparing the continuing disclosure certificate to assist the underwriter with compliance with the provisions of Securities and Exchange Commission Rule 15c2-12.
6. Providing an opinion indicating compliance with (i) Section 17(a) of the Securities Act of 1933, (ii) Section 10b-5 of the Securities Exchange Act of 1934, and (iii) Rule 15c2-12 of the Securities Exchange Act of 1934.

Fee Structure:

Fees for legal services for the Refunding and issuance of the 2018 Bonds as described will be based on a contingent fixed fee basis in accordance with the table below:

	Bond Counsel	Disclosure Counsel	Combined Bond and Disclosure Counsel
Fee	\$55,500	\$37,500	\$93,000
Expenses	\$1,500	\$1,500.00	\$3,000

Out-of-pocket expenses include such things as out-of-office fee (charged at \$585 for each day of required travel) printing, mailing, travel and transcript preparation (charged at \$450 for each transcript).

CITY OF UKIAH
AMENDMENT 1
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE WEIST LAW FIRM and THE CITY OF UKIAH

This Amendment No. 1, entered on _____, 2019, revises the Agreement for Professional services dated December 7, 2017 between the City of Ukiah and The Weist Law Firm, for professional consulting services related to providing Bond Counsel Services in connection with the City's refunding of the 2006 Revenue Bonds.

This Amendment No. 1 adds an additional not-to-exceed amount of \$62,235, for a total revised contract amount of \$158,235.

Except as expressly amended by this Agreement, all other terms and conditions of the agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDMENT ON THE EFFECTIVE DATE:

THE WEIST LAW FIRM

BY: _____ DATE: _____

PRINT NAME: _____

CITY OF UKIAH

BY: _____ DATE: _____
 SAGE SANGIACOMO, CITY MANAGER

ATTEST

BY: _____ DATE: _____
 KRISTINE LAWLER, CITY CLERK



AGENDA SUMMARY REPORT

SUBJECT: Authorize the City Manager to Execute Amendment 2 to Contract with NHA Advisors for Financial Advisory Services related to the refunding of the 2006 revenue bonds.

DEPARTMENT: Finance

PREPARED BY: Mary Horger

ATTACHMENTS:

[Attachment 1 - CONTRACT 1617-119 - NHA Advisors](#)

[Attachment 2 - Amendment 1 - C#1617-119 - NHA Advisors](#)

[Attachment 3 - Draft Amendment 2 C#1617-119](#)

Summary: City Council will consider authorizing the City Manager to execute Amendment 2 to Contract 1617-119 with NHA Advisors for financial advisory services related to the refunding of the 2006 revenue bonds, for an additional contract amount of \$135,000, for a total revised contract amount of \$154,500.

Background: In September 2016, an agreement was entered into with NHA Advisor in the amount of \$8,000 for municipal advisory and consulting services for the Wastewater Enterprise. The agreement covered analyzing the State Revolving Fund loan commitment at the time, and existing 2005 bonds. Please see Attachment 1 for a copy of the contract.

In October 2017, it was amended in the amount of \$11,500, bringing the contract to a not to exceed amount of \$19,500, to allow for additional analysis regarding Wastewater finances, as well as other City finance objectives. Please see Attachment 2 for a copy of Amendment 1.

RECOMMENDED ACTION: Authorize the City Manager to execute Amendment 2 to Contract 1617-119 for an additional contract amount of \$135,000, for a total revised contract amount of \$154,500.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 84113400.52100.18001: \$0

PROPOSED BUDGET AMOUNT: 84113400.52100.18001: \$154,500

FINANCING SOURCE: Bond Proceeds and wastewater reserves

PREVIOUS CONTRACT/PURCHASE ORDER NO.: COU No. 1617-119

COORDINATED WITH: Daniel Buffalo, Finance Director

Approved: _____


Sage Sangiacomo, City Manager

Discussion: Since the execution of Amendment 1, and because of the challenges that the Ukiah Valley Sanitation District (UVSD) lawsuit presented to timing of the restructuring of the bonds, the structure of the refunding was changed three separate times and continues to change and evolve.

The complexities, delays and unresolved issues between the City and UVSD have resulted in an amount of work exceeding the usual amount incurred on similarly-sized issues. Additional advisory services were also spent for the settlement agreement process, as it pertained to refunding.

Due to these issues and the considerably work NHA has performed to date, an amendment to the contract is necessary to add \$135,000 to the contract, resulting in an revised contract amount, not to exceed \$154,500. Please refer to Attachment 3 for a draft copy of the amendment.

Most of the costs associated with these services will be paid for through the refunding, as is typical for this type of debt issue. In the event that our refunding efforts fail, staff will return to Council with options to settle with NHA, which may include the use of wastewater reserves.

AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES

This Agreement, made and entered into this 2nd day of September, 2016 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and NHA Advisors, LLC, a limited liability company, 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 Wastewater Municipal Advisory Consulting 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", 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 until the project is complete. 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 \$8,000. 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 A,

COU No. 1617119

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 A. 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 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.

COU No. 1617119

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.

COU No. 1617119

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 work.

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.

COU No. 1617119

"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

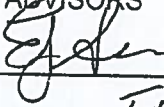
NHA ADVISORS
ERIC SCRIVEN, PRINCIPAL
4040 CIVIC CENTER DRIVE, SUITE 200
SAN RAFAEL, CA 94903

9.0 SIGNATURES

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

NHA ADVISORS

BY:



9-6-16

Date

PRINT NAME: Eric J. Scriven

IRS IDN Number

CITY OF UKIAH

BY:


SAGE SANGIACOMO
CITY MANAGER

9-14-16

Date

ATTEST


CITY CLERK

9-14-16

Date

NHA | ADVISORS

Strategy. Innovation. Solutions.

4040 Civic Center Drive, Suite 200
San Rafael, CA 94903

Office: 415.785.2025
www.NHAadvisors.com

ATTACHMENT "A"

August 15, 2016

Dan Buffalo
Finance Director
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

RE: City of Ukiah Wastewater Municipal Advisory and Consulting Project

This letter specifies the terms of the engagement between NHA Advisors, LLC, located at 4040 Civic Center Drive, Suite 200, San Rafael, CA 94903 and City of Ukiah, located at 300 Seminary Avenue, Ukiah, CA 95482.

This engagement between City of Ukiah and NHA Advisors, LLC shall become effective as of the date of its acceptance as provided below.

Scope of Municipal Advisory Activities to be Performed

Services are detailed in Exhibit A, attached hereto.

Independent Registered Municipal Advisor ("IRMA")

If acting in the capacity of an Independent Registered Municipal Advisor ("IRMA") with regard to the IRMA exemption of the SEC Rule, NHA Advisors, LLC will review all third party recommendations submitted to NHA Advisors, LLC in writing by the City of Ukiah.

Term of Engagement Agreement

The commencement date of the agreement is August 15, 2016 and the end date is upon completion of the Project. Any extensions must be mutually agreed upon by all parties in writing.

Termination of Engagement Agreement

City of Ukiah may terminate at any time and without cause upon written notification to NHA Advisors, LLC.

NHA Advisors, LLC may terminate upon 45 days' written notice to City of Ukiah and shall include in such notice the reasons for termination.

In the event of termination, NHA Advisors, LLC shall be entitled to compensation for services performed to the effective date of termination; City of Ukiah, however, may condition payment of such compensation upon NHA Advisors, LLC delivering to City of Ukiah any or all documents, photographs, computer software, video and audio tapes, and other materials provided to NHA Advisors, LLC or prepared by or for NHA Advisors, LLC or the City of Ukiah in connection with this Agreement.

Compensation and Out-of-Pocket Expenses

Compensation for the municipal advisory activities to be performed for this engagement is provided in Exhibit B, attached hereto.

Fiduciary Duty

NHA Advisors, LLC is registered as a Municipal Advisor with the SEC and Municipal Securities Rulemaking Board ("MSRB"). As such, NHA Advisors, LLC has a fiduciary duty to City of Ukiah and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care:

- a) exercise due care in performing its municipal advisory activities;
- b) possess the degree of knowledge and expertise needed to provide City of Ukiah with informed advice;
- c) make a reasonable inquiry as to the facts that are relevant to City of Ukiah's determination as to whether to proceed with a course of action or that form the basis for any advice provided to City of Ukiah; and
- d) undertake a reasonable investigation to determine that NHA Advisors, LLC is not forming any recommendation on materially inaccurate or incomplete information; NHA Advisors, LLC must have a reasonable basis for:
 - i. any advice provided to or on behalf of City of Ukiah;
 - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by City of Ukiah, any other party involved in the municipal securities transaction or municipal financial product, or investors in City of Ukiah securities; and
 - iii. any information provided to City of Ukiah or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

NHA Advisors, LLC must deal honestly and with the utmost good faith with City of Ukiah and act in City of Ukiah's best interests without regard to the financial or other interests of NHA Advisors, LLC. NHA Advisors, LLC will eliminate or provide full and fair disclosure (included

herein) to Issuer about each material conflict of interest (as applicable). NHA Advisors, LLC will not engage in municipal advisory activities with City of Ukiah as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in City of Ukiah's best interests.

Conflicts of Interest and Other Matters Requiring Disclosures

- As of the date of the Agreement, there are no actual or potential conflicts of interest that NHA Advisors, LLC is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If NHA Advisors, LLC becomes aware of any potential conflict of interest that arise after this disclosure, NHA Advisors, LLC will disclose the detailed information in writing to City of Ukiah in a timely manner.
- The fee paid to NHA Advisors, LLC increases the cost of investment to City of Ukiah. The increased cost occurs from compensating NHA Advisors, LLC for municipal advisory services provided.
- NHA Advisors, LLC does not act as principal in any of the transaction(s) related to this Agreement.
- During the term of the municipal advisory relationship, this agreement will be promptly amended or supplemented to reflect any material changes in or additions to the terms or information within this agreement and the revised writing will be promptly delivered to City of Ukiah.
- NHA Advisors, LLC does not have any affiliate that provides any advice, service, or product to or on behalf of the client that is directly or indirectly related to the municipal advisory activities to be performed by NHA Advisors, LLC;
- NHA Advisors, LLC has not made any payments directly or indirectly to obtain or retain the City of Ukiah's municipal advisory business;
- NHA Advisors, LLC has not received any payments from third parties to enlist [Firm Name's] recommendation to City of Ukiah of its services, any municipal securities transaction or any municipal finance product;
- NHA Advisors, LLC has not engaged in any fee-splitting arrangements involving NHA Advisors, LLC and any provider of investments or services to City of Ukiah;
- NHA Advisors, LLC does not have any conflicts of interest from compensation for municipal advisory activities to be performed, that is contingent on the size or closing of any transactions as to which NHA Advisors, LLC is providing advice;
- NHA Advisors, LLC does not have any other engagements or relationships that might impair NHA Advisors, LLC ability either to render unbiased and competent advice to or on behalf of City of Ukiah or to fulfill its fiduciary duty to the City of Ukiah, as applicable; and
- NHA Advisors, LLC does not have any legal or disciplinary event that is material to City of Ukiah's evaluation of the municipal advisory or the integrity of its management or advisory personnel.

Legal Events and Disciplinary History

NHA Advisors, LLC does not have any legal events and disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. City of Ukiah may electronically access NHA Advisors, LLC's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.

Recommendations

If NHA Advisors, LLC makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by City of Ukiah and is within the scope of the engagement, NHA Advisors, LLC will determine, based on the information obtained through reasonable diligence of NHA Advisors, LLC whether a municipal securities transaction or municipal financial product is suitable for City of Ukiah. In addition, NHA Advisors, LLC will inform City of Ukiah of:

- the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- the basis upon which NHA Advisors, LLC reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for City of Ukiah; and
- whether NHA Advisors, LLC has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the City of Ukiah objectives.

If City of Ukiah elects a course of action that is independent of or contrary to the advice provided by NHA, NHA Advisors, LLC is not required on that basis to disengage from City of Ukiah.

Record Retention

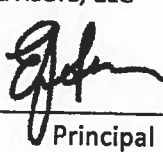
Effective July 1, 2014, pursuant to the Securities and Exchange Commission (SEC) record retention regulations, NHA Advisors, LLC is required to maintain in writing, all communication and created documents between NHA Advisors, LLC and City of Ukiah for 5 years.

If there are any questions regarding the above, please do not hesitate to contact NHA Advisors, LLC. If the foregoing terms meet with your approval, please indicate your acceptance by executing both copies of this letter and returning one copy.

Sincerely,

NHA Advisors, LLC

By: _____

Principal

Exhibit A

City of Ukiah

Wastewater Enterprise – Municipal Advisory and Consulting Project

Objective Statement & Scope of Service

Objective: City is currently subject to a lawsuit from an adjacent special district with respect to joint operations of a wastewater treatment plant. This litigation will jeopardize an already committed source of low cost funding the City of Ukiah has secured to construct State of California Department of Water Quality *mandated* improvements. Additionally, City of Ukiah has existing wastewater system-related bonds outstanding which, absent current litigation, can be refinanced to provide significant savings. Consultant will provide quantitative analysis that will provide estimated, avoidable costs to the City of Ukiah wastewater ratepayers if the litigation continues and the beneficial financing opportunities are lost.

Existing Conditions: City has secured 2 tranches of State Revolving Fund funding. Tranche 1 totals approximately \$35.5 million and includes about \$10 million of grant monies and \$25.5 million of low cost loan. Terms of the loan are 1.00% for a 30-year term. Tranche 2 totals approximately \$16 million and would include \$6 million of grant monies and \$11 million of low cost loan (same terms). Tranche 2 is dependent upon City "taking down" Tranche 1.

Additionally, City has approximately \$63 million of outstanding wastewater enterprise debt (the "2005 Bonds"). Terms of this debt are rates ranging from 4.00-4.75%, 2036 final maturity and annual, approximately level, payment of \$4.86 million.

Scope of Service / Analysis: If litigation cannot be resolved, this will jeopardize and likely eliminate opportunity to utilize already committed SRF monies for the mandated new improvements, as well as taking advantage of the 2005 Bonds refinancing opportunity.

Therefore, Scenario A shall assume the following:

- a. SRF loan commitment will be retracted and project funding will encompass just the the cost to fund to upgrade the treatment plant to improve its treatment standard. The system will continue to discharge into the Russian River. The cost of this project is estimated at \$25-30 million. Based upon litigation, an investment grade (i.e. "BBB-" or better) credit rating may not be possible. This may necessitate "alternative" sources of financing such as a private placement or selling non-rated bonds in the public market. Sourcing and structuring financing for such a loan may require additional time and, thus, may necessitate a refreshing of the contracted price of the improvements, depending upon the terms of the contractor's firm pricing guarantee.
- b. 2005 Bonds may not have ability to be placed at rates that produce enough savings to make a refinancing worthwhile and, therefore, current annual payment structure would remain in place.
- c. As noted above, the discharge will continue to flow to the Russian River in this Scenario. This is not a permanent solution. Therefore, this Scenario A, shall also estimate the

future cost—estimated as the difference between today's current full project cost (shown below in Scenario B) and the cost for just this interim solution in Scenario A. This cost difference is estimated at \$23-28 million and would be estimated to be incurred in 5 years. This cost would be assumed to grow by CPI during this 5-year period and be funded using a similar method of finance as the earlier financing.

If litigation is resolved, Scenario B shall assume the following

- a. Financial metrics of the wastewater utility credit would produce an "A"-category rating and be a strong candidate for bond insurance. This credit category is assumed and full credit analysis to verify this fact is beyond the scope of this analysis.
- b. SRF loan commitment would remain in place and be utilized for both tranches of funding
- c. 2005 Bond refinancing would produce significant savings

Deliverable: Consultant shall provide a memorandum to City Staff outlining objective, assumptions, methods and results of the foregoing Scenarios A and B options analyses, as well as include a side by side comparison of same. Also, at option of City, Consultant may also provide and present a power point presentation summarizing this memorandum to Staff and City Council.

Exhibit B

**City of Ukiah
Wastewater Enterprise – Municipal Advisory and Consulting Project
Compensation**

Compensation Schedule: For work described within Exhibit A Scope of Services, Consultant will be compensated based on the hourly rate schedule shown to the right, but such compensation shall not exceed \$7,500.

Staff Allocation	Hourly Rate
Principal	\$275
Vice President	\$225
Associate	\$175
Analyst	\$125
Administrative	\$75

Out-of-Pocket - All expenses will be billed directly at cost to the City. Expenses will be limited to typical expenses necessary for completion of the services required, for example typical charges will include copying, mailing, shipping, and data purchase (if not provided by others). California travel will not be expensed for this Scope of Services. The maximum expense total will not exceed \$500. No reimbursable expense shall be incurred without prior written approval of City.

CITY OF UKIAH

CONSULTANT (NHA ADVISORS LLC)

By: _____
Dan Buffalo, Finance Director

By:   _____
Eric J. Scriven, Principal

ATTACHMENT 2

CITY OF UKIAH
AMENDMENT NO. 1
TO
CONTRACT #1617119
BETWEEN
NHA ADVISORS, LLC and THE CITY OF UKIAH

This Amendment No. 1 entered on October 11, 2017, revises the Agreement for Professional services dated September 2, 2016, between the City of Ukiah and NHA Advisors, LLC, a limited liability company, for professional services relating to municipal advisory consulting services.

This Amendment No. 1 amends the following sections of the Agreement as follows:

I. 2.0 SCOPE OF SERVICES.

Section 2.3 is added and shall read as follows:

- 2.3 Additional services to be provided by Consultant include those set forth in Attachment B, attached hereto.

II. 4.0 COMPENSATION FOR SERVICES

Section 4.1 is revised to read as follows:

For the performance of the Scope of Services set forth in Attachments A and B, Consultant shall be compensated on a time and expense basis not to exceed \$19,500.00. 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 for in Attachments A (at the hourly rates set forth in Exhibit B) and B (at hourly rates set forth in Attachment B), which shall include all indirect costs and expenses of every kind or nature, except direct expenses. The direct expenses and fees to be charged for the same shall be as set forth in Exhibit B to Attachment A. Consultant shall complete the Scope of Work for the not-to-exceed amount even if time and expenses exceed that amount.

Except as expressly amended by this Amendment, all other terms remain unchanged and in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDMENT ON THE EFFECTIVE DATE:

NHA ADVISORS, LLC

BY: 

DATE: 10-11-17

PRINT NAME: Eric J. Scriven

CITY OF UKIAH

BY: 

DATE: 10-16-17

SAGE SANGIACOMO, CITY MANAGER

ATTEST

BY: 

DATE: 10-16-17

KRISTINE LAWLER, CITY CLERK

ATTACHMENT B

OBJECTIVE, SCOPE OF SERVICES AND COMPENSATION SCHEDULE FINANCIAL ADVISORY SERVICES

Objective

City seeks to determine feasibility of various financing options for past, current, and future debt issues, including options to finance or refinancing capital projects and other eligible activities of the City.

Scope of Service – Task 1 – Pre-Issuance Financial Consulting Services

Consultant will work with City staff and other parties to analyze, coordinate, facilitate, and manage a process that creates a thorough understanding by City Council and staff of the City's financing and/or refinancing options and all considerations related thereto to meet City's Objective.

Tasks

- Work with City staff and consultants to develop information and presentation material that describes current conditions and options for meeting City Objectives
- Develop financing plan to address considerations and cash flow options
- Assist with the education process of City Council and other stakeholders
- Develop and present policy questions related to the implementation of financing plan
- Analyze budgetary impacts of the various policy and financing options
- Work with City staff to develop long-term cash flow model, as required
- Assist in the drafting of any reports or presentations to City council
- Attend City staff meetings or participate in conference calls, as requested by staff
- Make presentations to City Council, as requested

Scope of Service – Task 2 – Bond Issuance / Loan Placement (if applicable)

Consultant will provide all services required to implement and execute the City's selected option, if any, upon tasking to do so.

Compensation Schedule

For services described within this ATTACHMENT B as Task 1, Consultant will be compensated based upon the hourly rate schedule provided in the table to the right. Consultant will invoice City, at time of City's determination, of whether to proceed or not with a financing project for professional time and documented and approved expenses incurred during completion of Task 1 up to that point in time. All direct out-of-pocket expenses will be charged at cost and will not include California travel-related expenses.

Staff Allocation	Hourly Rate
Principal	\$275
Vice President	\$225
Associate	\$175
Analyst	\$125
Administrative	\$ 75

For services described within this ATTACHMENT B as Task 2, Consultant shall be compensated based upon the type of funding source, size and credit characteristic, and actual time spent to manage the funding process to a successful closing. This fee shall be determined upon City's tasking of Consultant of Task 2 Services.

Independent Registered Municipal Advisor Duties and Disclosures

Consultant will continue to serve in the capacity of Independent Registered Municipal Advisor ("IRMA") to the City to provide financial advice, assistance, representation for solicited and unsolicited financing proposals from banking and financial institutions as well as general financial consulting services.

Consultant serving as the IRMA to the City will act in accordance with its fiduciary duty in the following manner:

- The IRMA will work solely in the interest of the City
- The IRMA has the duty to fairly assess whether the financing terms and covenants are favorable to the City
- The IRMA has a duty to fairly assess whether the rates and yields are favorable
- The IRMA will represent the City with sufficient knowledge of the bond market to negotiate the transaction for the City's best interest

Under the Municipal Securities Rulemaking Board (the "MSRB") regulations effective on July 1, 2014, the IRMA is required to disclose certain conflicts of interest to their clients. In accordance with those proposed regulations Consultant make the following disclosures:

- Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- As of the date of the Agreement, there are no actual or potential conflicts of interest that Consultant is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If Consultant becomes aware of any potential conflict of interest that arise after this disclosure, Consultant will disclose the detailed information in writing to City in a timely manner.
- The fee paid to Consultant increases the cost of investment to City. The increased cost occurs from compensating Consultant for municipal advisory services provided.
- Consultant does not act as principal in any of the transaction(s) related to this Agreement.
- During the term of the municipal advisory relationship, this agreement will be promptly amended or supplemented to reflect any material changes in or additions to the terms or information within this agreement and the revised writing will be promptly delivered to City.
- Consultant does not have any affiliate that provides any advice, service, or product to or on behalf of the client that is directly or indirectly related to the municipal advisory activities to be performed by Consultant.
- Consultant has not made any payments directly or indirectly to obtain or retain the City's municipal advisory business.
- Consultant has not received any payments from third parties to enlist any recommendation to City of its services, any municipal securities transaction or any municipal finance product.
- Consultant has not engaged in any fee-splitting arrangements involving Consultant and any provider of investments or services to City.
- Consultant does not have any conflicts of interest from compensation for municipal advisory activities to be performed, that is contingent on the size or closing of any transactions as to which Consultant is providing advice.
- Consultant does not have any other engagements or relationships that might impair the Consultant's ability either to render unbiased and competent advice to or on behalf of City or to fulfill its fiduciary duty to the City, as applicable.
- Consultant does not have any legal or disciplinary event that is material to City's evaluation of the municipal advisory or the integrity of its management or advisory personnel.

Legal Events and Disciplinary History

Consultant does not have any legal events and disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. City may electronically access Consultant's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html

CITY OF UKIAH
AMENDMENT 2 – C #1617119
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
NHA ADVISORS and THE CITY OF UKIAH

This Amendment No. 2, entered on _____, 2019, revises the Agreement for Professional services dated September 2, 2016 between the City of Ukiah and NHA Advisors, LLC, for professional consulting services related to Wastewater Municipal Advisory Consulting Services.

This Amendment No. 2 adds scope to include municipal advisory services in relation to the 2018 Wastewater Revenue Refunding Bonds, and an additional not-to-exceed amount of \$135,000, for a total revised contract amount of \$154,500, as per Attachment 1.

Except as expressly amended by this Agreement, all other terms and conditions of the agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDMENT ON THE EFFECTIVE DATE:

NHA ADVISORS, LLC

BY: _____

DATE: _____

PRINT NAME: _____

CITY OF UKIAH

BY: _____

DATE: _____

SAGE SANGIACOMO, CITY MANAGER

ATTEST

BY: _____

DATE: _____

KRISTINE LAWLER, CITY CLERK

January 31, 2019

Dan Buffalo
Finance Director
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

RE: City of Ukiah 2018 Wastewater Revenue Refunding Bonds – NHA Advisors, LLC Regulatory Disclosure Letter

Dear Dan,

As I have previously indicated to you, we are required to send this Regulatory Disclosure Letter to you per Municipal Securities Rulemaking Board rules. This letter specifies the terms and details (including scope of services and proposed compensation) of the work that NHA Advisors, LLC, located at 4040 Civic Center Drive, Suite 200, San Rafael, CA 94903 will perform for the City of Ukiah (the “City”), located at 300 Seminary Avenue, Ukiah, CA 95482 relating to the above referenced project (the “Project”). Additionally, this letter provides certain duties and disclosures that we must present to all clients when working on a municipal bond transaction.

Scope of Municipal Advisory Activities to be Performed

A detailed Scope of Services can be found in Exhibit A.

Independent Registered Municipal Advisor (“IRMA”)

If acting in the capacity of an Independent Registered Municipal Advisor (“IRMA”) with regard to the IRMA exemption of the SEC Rule, NHA Advisors, LLC will review all third-party recommendations submitted to NHA Advisors, LLC in writing by the City.

Term of Project Assignment

The commencement date for this Project assignment for NHA Advisors, LLC is November 1, 2017 and the end date is July 31, 2018 or upon Project completion. Any extensions must be mutually agreed upon by all parties in writing.

Termination of NHA Advisors, LLC Role on Project

The City may terminate NHA Advisors, LLC role on the Project at any time and without cause upon written notification to NHA Advisors, LLC.

In the event of termination, NHA Advisors, LLC shall be entitled to compensation for services performed to the effective date of termination. The City, however, may condition payment of such compensation upon NHA Advisors, LLC delivering to the City any or all documents, photographs, computer software,

video and audio tapes, and other materials provided to NHA Advisors, LLC or prepared by or for NHA Advisors, LLC or the City in connection with NHA Advisors, LLC work on this Project.

NHA Advisors, LLC may terminate upon 45 days' written notice to the City and shall include in such notice the reasons for termination.

Compensation and Out-of-Pocket Expenses

A detailed proposal for compensation and expenses can be found in Exhibit A.

Fiduciary Duty

NHA Advisors, LLC is registered as a Municipal Advisor with the SEC and Municipal Securities Rulemaking Board ("MSRB"). As such, NHA Advisors, LLC has a Fiduciary duty to City and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care:

- a) exercise due care in performing its municipal advisory activities;
- b) possess the degree of knowledge and expertise needed to provide City with informed advice;
- c) make a reasonable inquiry as to the facts that are relevant to City's determination as to whether to proceed with a course of action or that form the basis for any advice provided to City; and
- d) undertake a reasonable investigation to determine that NHA Advisors, LLC is not forming any recommendation on materially inaccurate or incomplete information; NHA Advisors, LLC must have a reasonable basis for:
 - i. any advice provided to or on behalf of City;
 - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by City, any other party involved in the municipal securities transaction or municipal financial product, or investors in City securities; and
 - iii. any information provided to City or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

NHA Advisors, LLC must deal honestly and with the utmost good faith with City and act in City's best interests without regard to the financial or other interests of NHA Advisors, LLC. NHA Advisors, LLC will eliminate or provide full and fair disclosure (included herein) to Issuer about each material conflict of interest (as applicable). NHA Advisors, LLC will not engage in municipal advisory activities with City as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in City's best interests.

Conflicts of Interest and Other Matters Requiring Disclosures

- As of the commencement date of NHA Advisors, LLC role on the Project, there are no actual or potential conflicts of interest that NHA Advisors, LLC is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If NHA Advisors, LLC becomes aware of any potential conflict of interest that arise after this disclosure, NHA Advisors, LLC will disclose the detailed information in writing to City in a timely manner.

- The fee paid to NHA Advisors, LLC increases the cost of investment to City. The increased cost occurs from compensating NHA Advisors, LLC for municipal advisory services provided.
- NHA Advisors, LLC does not act as principal in any of the transaction(s) related to its role / work on this Project.
- During the term of the municipal advisory relationship, this disclosure will be promptly amended or supplemented to reflect any material changes in or additions to the terms or information within this disclosure and the revised writing will be promptly delivered to City.
- NHA Advisors, LLC does not have any affiliate that provides any advice, service, or product to or on behalf of the client that is directly or indirectly related to the municipal advisory activities to be performed by NHA Advisors, LLC;
- NHA Advisors, LLC has not made any payments directly or indirectly to obtain or retain the City's municipal advisory business;
- NHA Advisors, LLC has not received any payments from third parties to enlist NHA Advisors, LLC's recommendation to City of its services, any municipal securities transaction or any municipal finance product;
- NHA Advisors, LLC has not engaged in any fee-splitting arrangements involving NHA Advisors, LLC and any provider of investments or services to City;
- NHA Advisors, LLC has a conflict of interest from compensation for municipal advisory activities to be performed, that is contingent on the size or closing of any transactions as to which NHA Advisors, LLC is providing advice;
- NHA Advisors, LLC does not have any other engagements or relationships that might impair NHA Advisors, LLC ability either to render unbiased and competent advice to or on behalf of the City or to fulfill its fiduciary duty to the City, as applicable; and
- NHA Advisors, LLC does not have any legal or disciplinary event that is material to City's evaluation of the municipal advisory or the integrity of its management or advisory personnel.

Pursuant to Municipal Securities Rulemaking Board Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- NHA Advisors, LLC is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.
- Within the Municipal Securities Rulemaking Board ("MSRB") website at www.msrb.org, City may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

Legal Events and Disciplinary History

NHA Advisors, LLC does not have any legal events and disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. City may electronically access NHA Advisors, LLC's most recent Form MA and each most recent Form MA-I's filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.

Recommendations

If NHA Advisors, LLC makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by City and is within the scope of the engagement, NHA Advisors, LLC will determine, based on the information obtained through reasonable diligence of NHA Advisors, LLC whether a municipal securities transaction or municipal financial product is suitable for City. In addition, NHA Advisors, LLC will inform City of:

- the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- the basis upon which NHA Advisors, LLC reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for City; and
- whether NHA Advisors, LLC has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the City objectives.

If City elects a course of action that is independent of or contrary to the advice provided by NHA Advisors, LLC, NHA Advisors, LLC is not required on that basis to terminate its work on the Project with City.

Record Retention

Effective July 1, 2014, pursuant to the Securities and Exchange Commission (SEC) record retention regulations, NHA Advisors, LLC is required to maintain in writing, all communication and created documents between NHA Advisors, LLC and City for five (5) years.

If there are any questions regarding the information we have provided in this Regulatory Disclosure Letter, please do not hesitate to contact NHA Advisors, LLC.

Sincerely,



Eric Scriven, Principal
NHA Advisors, LLC

EXHIBIT A

PROPOSED SCOPE OF SERVICES AND COMPENSATION SCHEDULE

Objective. City seeks to refinance the Association of Bay Area Governments 2006 Water and Wastewater Revenue Bonds, Series A (the “2006 Bonds” or “Prior Bonds”). If refinancing is feasible, NHA Advisors, LLC (“Consultant”) shall facilitate execution of refinancing transaction.

Independent Registered Municipal Advisor. If acting in the capacity of an Independent Registered Municipal Advisor (“IRMA”) with regard to the IRMA exemption of the SEC Rule, Consultant will review all third-party recommendations submitted to Consultant in writing by the City.

Scope of Services. Consultant will serve in the capacity of Municipal Advisor to the City with respect to the potential refinancing of the Prior Bonds. As noted, the objective of the City, for which Consultant is being retained, is to provide advice, options, and analysis with respect to most opportune method of refinancing Prior Bonds. Consultant shall also be retained to coordinate and effectuate the actual implementation of the selected financing plan if Project is deemed advisable, in City’s sole discretion. Consultant’s work will include, but not be limited to, the following tasks and/or elements:

Scope of Service – Task 1 – Bond Issuance / Loan Placement

Tasks

- Provide and manage Project Management related documentation including a) a detailed “master schedule” of tasks encompassing bond structuring, documentation, approval, pricing, closing and post-closing phases, b) Distribution Listing of Finance Team Participants, c) Due Diligence Data Requirements [as required], and d) Plan of Finance / Objective Statement [as required]
- If required, work with the City staff to solicit and select financing partner/funding source (e.g. bank, underwriter etc.)
- If required, work with the City staff to solicit and select trustee service provider and negotiate of preferred terms and pricing
- As required, recommend options with respect to other consultants that may be required as part of financing process
- Analyze the rating criteria and its application to the financing’s underlying security characteristics to gauge credit quality
- Attend all organizational, document review, and special meetings/conference calls related to the financing
- Evaluate, advise, and consult with the City, underwriter and bond counsel regarding financial and non-financial bond covenants of the financing
- Work with City and bond counsel to develop the necessary financing documents
- Prepare and lead efforts in furnishing materials and data to rating agencies, bond insurers, and letter of credit providers
 - If private placement to financial institution or other investor, work with placement agent to prepare appropriate credit package for inclusion within bidding documents
- Work with disclosure counsel and other financing team participants to prepare the preliminary official statement (POS or “disclosure document”), as well as review all appropriate financing documents
 - If private placement, work with placement agent to develop bid documentation

- Lead team discussions in conjunction with bond and disclosure counsel on form, content, and sufficiency of information in the POS and continuing disclosure agreement
- Work with selected financing partner/source to determine optimal bond structure, including serial / term bonds, premium / discount bonds, and redemption provisions
- On behalf of City, collect all costs of transaction and, as appropriate and requested by City, provide recommendations as to each respective financing participant's scope of service and fee requests
- Pricing of Bond Issue
 - Work with selected underwriter to recommend timing of bond pricing
 - Monitor municipal markets, review proposed interest rates, and advise the City during negotiations with underwriter
 - Provide independent numerical analysis of proposed bond issue pricing proposals
 - Provide detailed schedule of actions and timing during critical bond marketing and sale (pricing) time-frame
 - If private placement, assist placement agent with investor bidding process and lead final negotiations as required
- Recommendations to the City
 - Prepare an oral and/or written recommendation to the City for bond issue as requested
- Closing the Financing
 - Work with bond counsel to prepare a closing memorandum to outline the role of each party and to direct each party's actions at closing
 - Prepare Flow of Funds and Closing Memorandum
- Special Meetings of the City
 - Attend all City governing board meetings and any special meetings with staff, bond counsel, disclosure counsel, credit enhancement firms, and rating agencies as the City deems necessary
- Post Issuance Assistance
 - Provide follow-up to financing team participants on any issues that need attention
 - Conduct post issuance reviews as requested by the City
 - Provide written report to City summarizing salient financial and credit features and financing results (e.g. "Post-Closing Report")

This proposed scope of services does not necessarily include all tasks that Consultant will undertake during this Project. As all similar projects are complex and unique, and each City has different processes and needs, Consultant commits to "doing what it takes" to facilitate that all parties collectively achieve a successful result for the City.

Proposed Compensation Schedule. For Task 1 Scope of Services, and based upon our understanding of the transaction at this time, we propose a fee of \$135,000. The proposed fee is based upon the complexity of the transaction, the method of sale, the credit profile of the deal, actual Consultant time projected to be expended upon this Task 1 services, and other factors. In the event that no financing is completed, and bonds are not issued, Consultant will work with the City to determine reasonable compensation for the time submitted by the Consultant's involved professionals. If the transaction is completed or our involvement differs significantly from our expectations, we would expect to be paid a fee that we mutually agree would reflect reasonable compensation for municipal advisory services rendered considering the risk undertaken and the level of expertise required to undertake such municipal advisory service.

Out-of-Pocket - All expenses will be billed directly at cost to the City. Expenses will be limited to typical expenses necessary for completion of the services required. For example, typical charges will include copying, mailing, shipping, and data purchase (if not provided by others). California travel will not be expensed for this Scope of Services. The maximum expense total will not exceed \$2,000. No reimbursable expense shall be incurred without prior written approval of City.



AGENDA SUMMARY REPORT

SUBJECT: Consider Approval of Award of a Professional Services Agreement to Melton Design Group Landscape Architects & Planners for Development of Plans and Designs for the Riverside Park Regeneration Project, Funded by California Natural Resources, California Urban Rivers Grant Program, and Approve Corresponding Budget Amendment.

DEPARTMENT: Community Services

PREPARED BY: Tami Bartolomei

ATTACHMENTS:

[Attachment 1 RFP - Landscape Architect - Riverside Park Regeneration Project](#)

[Attachment 2 MDG Proposal - Riverside Park Regeneration](#)

[Attachment 3 California Natural Resources Agency Grant Agreement](#)

Summary: Council will consider an award of a professional services agreement to Melton Design Group Landscape Architects & Planners in the amount of \$231,243 for the development of plans and designs for the Riverside Park Regeneration project and approve corresponding budget amendment.

Background: The City of Ukiah was recently awarded \$1,113,700 for the Riverside Park Regeneration project through the California Urban Rivers Grant Program, funded by Proposition 1: The Water Quality, Supply, and Infrastructure Improvement Act of 2014. The Act provides funding to implement the three objectives of the California Action Plan, which are: 1) more reliable water supplies, 2) the restoration of important species and habitat, and 3) a more resilient and sustainable managed water infrastructure.

RECOMMENDED ACTION: Approve award of a professional services agreement to Melton Design Group Landscape Architects & Planners in the amount of \$231,243 for the development of plans and designs for the Riverside Park Regeneration Project, and approve corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: N/A

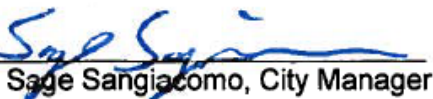
PROPOSED BUDGET AMOUNT: \$1,113,700 10022100.80220.18014

FINANCING SOURCE: General Fund Reserves, until reimbursed by grant

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Procurement Manager

Approved: _____


Sage Sangiacomo, City Manager

The section of Riverside Park that is the focus of the work is 8.4 acres of compacted and remnant debris. The Riverside Floodplain Regeneration Project will restore a multi-benefit floodplain where a prior land use degraded the site. The project includes grading a large remnant pit and berm area to create a wide, multi-level system of wet meadows, floodplain wetlands, and spring pools. The project will repair existing trails impacted by the grading and clear debris and berms that currently reduce sight lines in the park and impede public access to the park. These improvements will allow better usage of the park trails and facilitate the addition of bird walks and nature education programming.

Community feedback regarding Riverside Park was solicited through three community meetings. This portion of the park has a strong following in the community. One of the common threads to emerge from these meetings was the need to improve the riparian habitat, improve flooding and storm water drainage, improve groundwater recharge, and provide an enhanced park experience. Therefore, Staff is incorporating this feedback into the planned regeneration project.

Riverside Park provides the only public access to the Russian River in the city limits and a unique opportunity to promote green infrastructure projects, as well as local and regional efforts to improve climate change resilience with a particular focus on the health of the Russian River watershed. During this project, the City will expand upon existing partnerships and formally connect the Ukiah Valley landowners along the river to address long-term habitat and flood management improvements that will improve the Ukiah Valley's resiliency and adaptability to climate change.

Discussion: Staff prepared a request for proposal (RFP) for the development of plans and designs for the regeneration project. The RFP outlined the project goals and specific type of work involved within the planned project (RFP included as Attachment 1). In general, the scope of work will include project design, production of plans and specifications, bid assistance, and necessary permits.

The RFP was released on October 23, 2018, with a notification sent to a variety of consulting firms, including posting on the City of Ukiah website. The deadline to submit proposals was 5:00 p.m., November 28, 2018.

Proposals were received from Melton Design Group Landscape Architects & Planners, Questa Engineering Corporation., John Northmore Roberts & Associates, and Restoration Design Group, Incorporated.

The proposals were evaluated and ranked by a three-member selection committee comprised of City staff from the Community Services, Public Works and Water/Sewer Departments. The committee evaluated each proposal based on the criteria as established in the RFP, which included clarity of submittal and responsiveness, qualifications, competence, and technical capability; and experience with similar projects. The committee scored the proposal from Melton Design Group as the top-selection for the project. Please see Attachment 2 for a copy of the Melton Design Group's proposal.

Upon the selection based on qualifications, staff reviewed the cost of the proposal, which was \$231,242. Based on review, staff feels that the cost proposal submitted is reasonable and in line with anticipated costs.

The City is required to complete construction by December 31, 2021, as a requirement of the California Urban Rivers grant funding (Attachment 3). The contractor anticipates it will take a minimum of 12 months to produce plans, designs, permitting and bidding construction.

In summary, staff is recommending award of a professional services agreement to Melton Design Group Landscape in the amount not to exceed \$231,242. The grant proceeds are based on reimbursement, thus requiring a budget amendment from General Fund Reserves to cover until the actual reimbursements are received. Staff is taking additional measures to ensure that the scope of work falls within the grant funding available, as well as timely reporting of any unanticipated construction issues.



REQUEST FOR PROPOSAL

LANDSCAPE ARCHITECT SERVICES

RIVERSIDE PARK REGENERATION PROJECT

Request Date:

October 23, 2018

MANDATORY PRE-PROPOSAL MEETING:

1:00 p.m., November 7, 2018
Riverside Park
1281 E Gobbi Street, Ukiah CA 95482

Deadline for Responses:

November 28, 2018, 5:00 P.M. (PST)

CITY OF UKIAH
Request for Proposal (RFP) – Landscape Architect Services
Riverside Park Regeneration Project

1.0 INTRODUCTION & BACKGROUND

The City of Ukiah is requesting proposals for the services of a licensed landscape architect to perform design services for the Riverside Park Regeneration Project. The park is located at 1281 East Gobbi Street, Ukiah, California. Riverside Park contains over 34.6 acres of riverbank and floodplain terrace areas with 2250 linear feet of riverbank along the Russian River, presenting a prime opportunity not only for restoration and making connections between green infrastructure systems and healthy ecosystems, but also for public education and involvement in these activities.

The City of Ukiah was recently received \$1,113,700 through the California Urban Rivers Grant Program, funded by Proposition 1: The Water Quality, Supply, and Infrastructure Improvement Act of 2014 for this project. The Act provides funding to implement the three objectives of the California Action Plan which are: 1) more reliable water supplies, 2) the restoration of important species and habitat, and 3) a more resilient and sustainably managed water infrastructure.

The section of the park that is the focus of the work is 8.4 acres, which is compacted and littered with remnant debris. The Riverside Floodplain Regeneration Project will restore a multi-benefit floodplain. Past land use has degraded the site. The project includes grading out a large remnant pit and berm areas to create a wide, multi-level system of wet meadows, floodplain wetlands, and spring pools. The project will repair existing trails impacted by the grading, and clear debris and berms that currently reduce sight lines in the park and impede complete public access to the park. These improvements will allow the public better usage of the park trails along with planned bird walks and nature education.

Past land use has degraded the site and the following existing conditions shall be addressed by the grant project:

- 1) Piles of asphalt and concrete debris currently block flood waters, inhibit plant community restoration, and block visitor sight lines thereby making the park feel unsafe. Debris will be removed and recycled.
- 2) A large remnant pit and earthen berms from the City's old sewer treatment plant will be re-graded and re-vegetated with native plants to create varied elevation floodplain wetlands for stormwater and floodwater retention, bio-infiltration, groundwater recharge, and native habitat.
- 3) Severely compacted, degraded soils on approximately six acres of upper floodplain terrace will be restored and monitored with a carbon sequestration plan. The project will implement soil restoration to improve soil moisture retention and microbial balance and provide the essential foundation for restoring the site's plant communities. This portion of the project will also focus on expanding the edge of the riparian forest and restoring site grasslands.
- 4) An existing outfall of the City's storm drain system will be relocated and improved with fore-bay systems to capture sediments and other pollutants and tied in to the floodplain wetland complex for further bio-infiltration and to provide more consistent seasonal flows to the wetland areas.

The project must comply with the Model Water Efficient Landscape Ordinance (MWELO) and use low water, drought tolerant plantings. The project will include a study for the berm removal, as well as evaluating the use of the nearby Recycled Water System (purple pipe).

Please also find the following attachments:

Attachment 1 - "Restoration Concept Plan". This is a *concept*, and the City would be willing to explore variations, if there is a better solution.



2.0 SCHEDULE OF EVENTS AND PROPOSAL SUBMITTAL INSTRUCTIONS

The schedule for this procurement is as follows:

Distribute Request for Proposals:	October 23, 2018
Mandatory Pre-Proposal Meeting*:	1 p.m., November 7, 2018 – Riverside Park
Deadline for Responses:	November 28, 2018, 5:00 P.M. (Pacific Time)
City Evaluation of Proposals:	By December 5, 2018
Interviews (if necessary)	By December 12, 2018
City Council approval requested for contract award (tentative):	December 19, 2018

The City must receive proposals no later than the time and date specified above. Those proposals received after this date and time will not be considered. One copy of the technical proposal shall be provided in hard copy, *and* a copy shall also be provided on a USB flash drive. Fee proposals shall be provided only in hard copy, and separately sealed. Proposals are to be sent to the following:

Mary Horger, Procurement Manager
City of Ukiah
411 West Clay Street
Ukiah, California 95482

The **mandatory pre-proposal meeting will be held to fully acquaint interested consultants with the project, so that he or she may fully understand the facilities, difficulties and restrictions. Failure to attend this mandatory pre-proposal meeting will be just cause for the proposal to be rejected. Oral statements or instructions made during this mandatory pre-proposal meeting will not constitute an amendment to this solicitation. The City will determine the appropriate action necessary, if any, and may issue a written addendum to this request for proposal.*

3.0 SCOPE OF WORK

The scope of services shall include tasks described below, as well as other elements or modifications, which may be suggested by consultants presenting proposals to better meet the needs of the City. All services shall be provided in accordance with the City’s draft professional services agreement, a sample of which is attached as Attachment 3.

A. Project Design

The Consultant shall work on the design development process and produce the final project plan design. Please see Attachment 4 for pictures of the existing Riverside Park. The listing below is a brief summary of the design elements intended for this project:

- Grading out a large remnant pit and berm areas to create a wide, multi-level system of wet meadows, floodplain wetlands, and spring pools.
- Repair existing trails impacted by the grading.
- Conduct an impact study of removing the berm, and clear the debris and berms that currently reduce sight lines in the park and impede complete public access to the park.
- Removal of approximately 2500 cubic yards of debris (asphalt and concrete).
- Clearing Himalayan blackberry.
- Planting approximately 66 trees, 165 shrubs and site appropriate grasses and forbs.



- Trees may not exceed 15 gallons in initial planting size.
- Evaluate the incorporation of the nearby Recycled Water System (purple pipe)
- Compliance with MWELO

B. Production of Plans and Specifications

Upon the approval by the City of the final design, the Consultant shall prepare detailed plans, technical specifications, and finalized cost estimates for the construction of the facility. Technical specifications are to include:

1. Construction Layout Plan and Construction Details showing the locations and dimensions of all construction elements and details for their construction.
2. A grading and drainage plan showing the elevations throughout the site for drainage of water from the facility and site.
3. Specifications must give written instruction and procedures for the installation of the various elements shown on the drawings.
4. Include mechanical, electrical, structural and building code requirements (including seismic and safety codes).
5. Submit draft plans and specifications to City for review.
6. Receive comments on plans and specifications and prepare final bid documents. Final bid documents must be sealed and signed by an architect licensed to practice in California.
7. Prepare for and participate in one (1) City Council meeting for project participation and specification approval.
8. Provide one set of reproducible plans and one copy-ready set of specifications.
9. Provide one copy of contract documents, plans and specifications in digital (PDF) format.

C. Bid Assistance

The Consultant will provide bid assistance to the City's purchasing staff, which will include:

1. Assistance in responding to bidder questions regarding the technical specifications.
2. Participation in a mandatory pre-bid meeting.
3. Preparation of written addenda.
4. Assistance to the City in its review and evaluation of the bids received.

D. Permits

The City will secure building permits from the City of Ukiah and the County of Mendocino as applicable. The Consultant will be the lead contact on conducting the permit application process.

E. Prevailing Wage Requirements

Some of the scope of work, such as project inspection and surveying, falls under the prevailing wage requirements of the California Department of Industrial Relations (DIR). Because of this, you will be asked to submit your DIR Public Works Contractor Registration Number to confirm you are currently registered. The project will be registered with the State, and you will be required to upload copies of your certified payroll.

F. Project Deliverables

The following is a list of project deliverables:

1. Preliminary Design Plan
2. Final Design Plan
3. Meeting summary following each client meeting
4. Draft Plans and Specifications 50%
5. Preliminary cost opinion based upon 50% construction plans/specs
6. Material Selections & Source locations based upon 50% construction plans/specs



7. Draft Plans and Specifications 90%
8. Final cost opinion based upon 90% plans/specs
9. Material Selections & Source locations based upon 90% plans/specs
10. Final Plans & Specifications, including Plant palette for all plants within the footprint of the project reflecting appropriate plantings for the area, with consideration given to carbon sequestration and plant origin (native/non-invasive). 100%

G. Project Schedule

The project needs to be both designed and constructed, and final project closeout package with final payment request to State by December 2020.

4.0 REQUIRED PROPOSAL CONTENT

Firms interested in providing the services described in the section above must submit a proposal responding to all the questions below and providing all information requested in a format that mirrors the RFP by section and order listed. Proposals shall include at a minimum.

A. Cover Letter

The cover letter should contain the name, address, and brief history of the firm. The cover letter must be signed by an official authorized to bind the successful firm contractually and shall contain a statement to the effect that the proposal is a firm offer for a minimum period of sixty (60) days after the submittal date. The letter shall also provide the name, title, address, and telephone number of individuals with the authority to negotiate a contract and bind the consultant to the terms of the contract.

B. Project Understanding and Proposed Approach

Describe your firm's understanding of the project and how your firm intends to structure the project approach. Describe your philosophy in developing interpretive design plans and how it pertains to this project.

C. Project Team

Identify the key personnel to be assigned to this project, including the qualifications and experience as related to the project. Resumes for each of the key personnel are to be provided. Identify any sub-consultants/subcontractors that will be used, including their qualifications and experience, as well as the work they will accomplish. Staff proposed to be in charge of the project must demonstrate significant experience supervising similar work. Describe the proposed organizational structure between consultant and sub-consultants/subcontractors, including current and previous work assignments.

D. Experience and References

Provide descriptions of related project experience for at least three similar projects on which the firm has performed work over the past ten years. Describe past project management experience and how this project will be managed. For the sub-consultants/subcontractors that will be used for more than 10% of the project budget, provide the same detail. Each project description shall be limited to 4 pages including project images and must provide client references and client contact information.

E. Fee Proposal

Provide a separately sealed and labeled fee proposal based on an hourly rate schedule with a "not to exceed" maximum cost for all work identified in the Scope of Services. Provide a tabulation of the project staff and number of work hours for each task. Indicate if travel time, mileage, and per



diem will be charged. Include any sub-consultant cost. Additionally, please identify miscellaneous costs associated with this proposal. Submit a copy of your firm's current itemized hourly rate fee schedule.

F. Proposed Project Schedule

Provide a proposed schedule of completion for each task and list of task deliverables.

G. Exceptions

Identify any exceptions you are proposing with respect to the Scope of Services. Additionally, if there are any exceptions to the City's insurance requirements and/or the City's draft professional services agreement as shown in the attachments, the Consultant should list the exceptions in the proposal.

5.0 PROPOSAL EVALUATION

The following evaluation criteria will be used in evaluating and selecting candidates:

- A. Clarity of submittal and responsiveness to the RFP.
- B. Qualifications, competence, technical ability and relevant experience of specific personnel identified by the consultant.
- C. Quality of consultant's related work experience: experience with similar projects, experience with preparation of construction plans and specifications for a government agency, cost estimates, and permitting.

The City reserves the right to reject any and all proposals. The City reserves the right to award a contract to the firm that presents the proposal, which in the sole judgment of the City best serves the City's interest. The City reserves the right to reject any or all proposals, to waive minor irregularities in said proposals, and/or negotiate minor deviations with the successful firm.

6.0 CONTACT PERSON

Please contact Mary Horger, Procurement Manager, if you have questions or require additional information. Questions must be submitted in writing via email. Contact information can be found below.

Mary Horger, Procurement Manager
City of Ukiah
mhorger@cityofukiah.com

Communication between a proposing company and a member of the City staff, other than the Procurement Manager, or between a proposing company and a non-designated City representative regarding the selection of a proposing company or award of this contract is explicitly prohibited from the time the RFP is advertised until the selection of a proposing company or award of the contract. Questions pertaining to this RFP shall be addressed to the party specified above. Failure of a proposing company, or any of its representatives, to comply with this paragraph will result in their proposal being rejected.

7.0 ADDENDA

If it becomes necessary to revise any part of this RFP, an addendum will be provided to all proposing companies in written or electronic (i.e., facsimile or email) form.

8.0 INSURANCE REQUIREMENTS

Provided as Attachment "B" are the City's complete insurance requirements. Awarded firm, prior to performing any work, shall procure and maintain for the duration of the contract insurance per the attached requirements.



9.0 CITY BUSINESS LICENSE

Awarded firm will be required to maintain a City business license for the duration of the contract. Information regarding the City business license can be found on the City website, at www.cityofukiah.com/businesses.

10.0 PUBLIC RECORDS

All materials submitted in response to this RFP are property of the City and will not be returned. The materials will be a public record subject to the disclosure provisions of the California Public Records Act and any other related public law or provision of such laws.

11.0 FINANCIAL RESPONSIBILITY

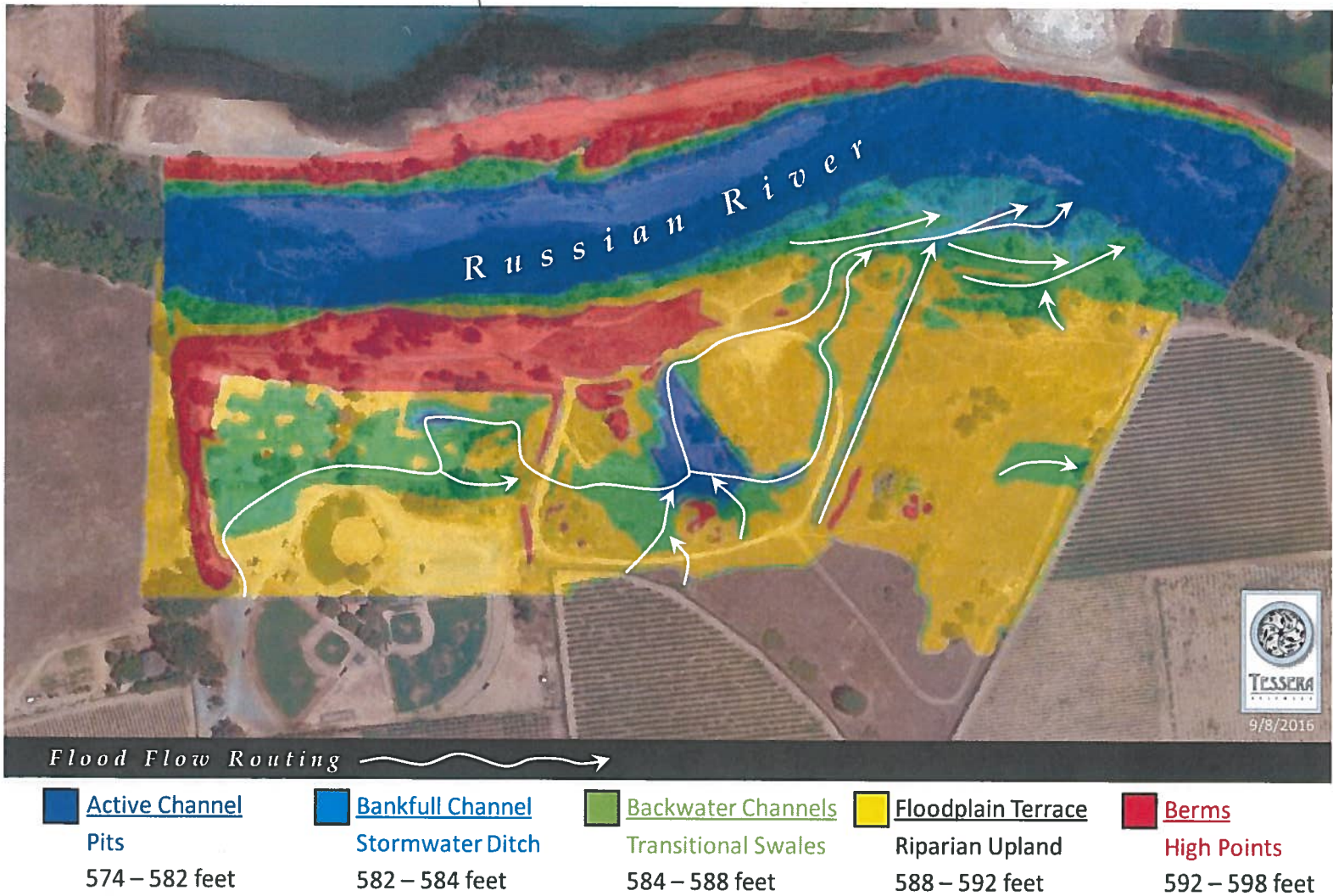
The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions will become the property of the City and may be used by the City in any way deemed appropriate.





Riverside Restoration Project, Ukiah, California

Draft Study of Existing Relative Flood Inundation Elevations



Attachment 3 - AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement, made and entered into this _____ day of _____, 2018 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and _____, a _____ [sole proprietorship, corporation, partnership, limited partnership, limited liability company, etc.] organized and in good standing under the laws of the state of _____, hereinafter referred to as "Consultant".

RECITALS

This Agreement is predicated on the following facts:

- a. City requires consulting services related to _____.
- 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", 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 _____ 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 \$-----. 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 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 from ----- to -----.

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 subcontractor 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 _____
 300 SEMINARY AVENUE _____
 UKIAH, CALIFORNIA 95482-5400

9.0 SIGNATURES

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

CONSULTANT

BY: _____

 Date

PRINT NAME: _____

 IRS IDN Number

CITY OF UKIAH

BY: _____

 Date

CITY MANAGER

ATTEST

 CITY CLERK

 Date

**Riverside Floodplain Regeneration Project
Site Photos**



Remnant Pit of former sewer treatment plant
photographed in October, dry conditions



Debris Piles



Remnant Pit from former sewer treatment plant, photographed in February, wet conditions



Remnant Pit, Debris Piles and berms impeding the floodway, photographed in October



Existing conditions on upland terrace, compacted soils and invasive exotic grasses



Riparian Forest Edge, photographed in February



Riparian Forest Edge, photographed in October



River Access Point (outside of grant scope area)



Phase 1 Riverside Park Project restored this section along the top-of-bank and upper-terrace that was regraded and vegetated into seasonal ponds and meadow.



Phase 1 Riverside Restoration Project trail and picnic areas along the top-of-bank and edge of existing riparian forest.



Aerial View of Riverside Park



PROPOSAL FOR LANDSCAPE ARCHITECTURAL SERVICES

Riverside Park Regeneration Project

For: City of Ukiah

Submitted: November 28, 2018

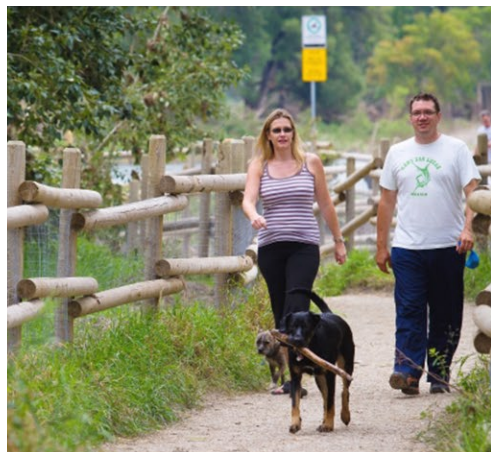
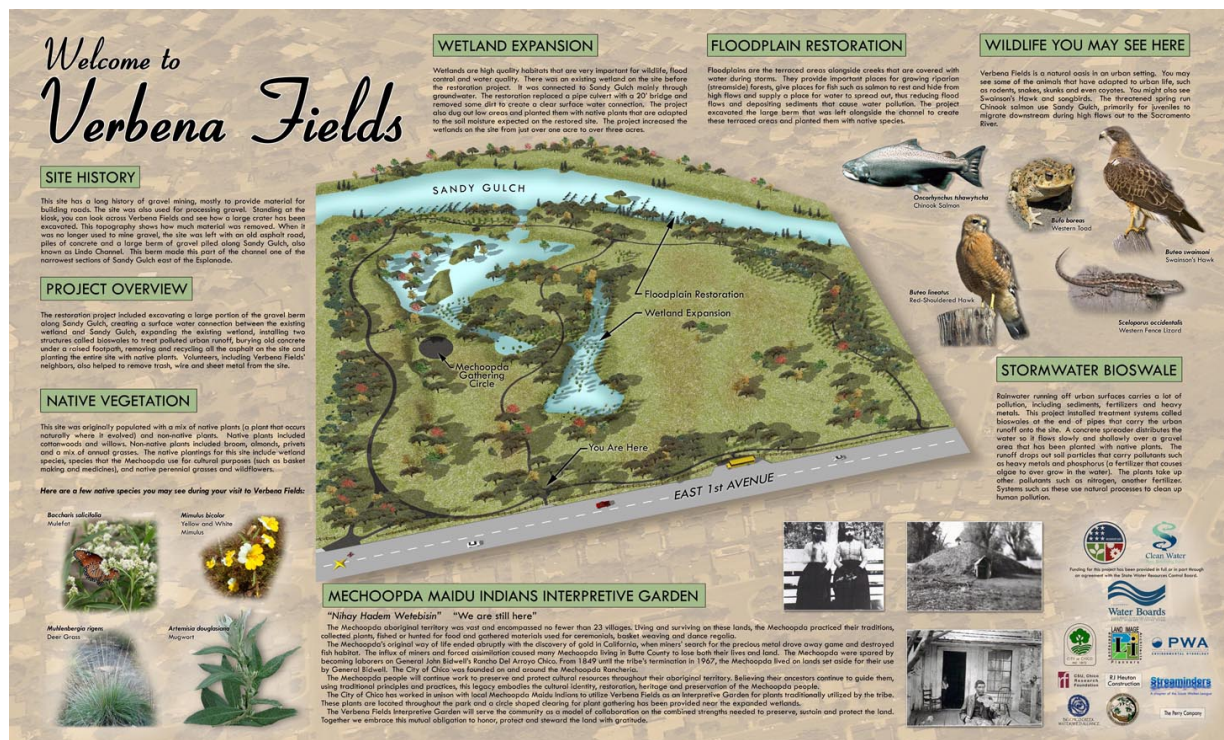


TABLE OF CONTENTS

- A. COVER LETTER
- B. PROJECT UNDERSTANDING AND PROPOSED APPROACH
- C. PROJECT TEAM
- D. EXPERIENCE AND REFERENCES
- E. FEE PROPOSAL
- F. PROPOSED PROJECT SCHEDULE
- G. EXCEPTIONS
- H. ADDENDUM



Interpretive panel designed by MDG at Verbena Fields in Chico, CA. MDG, ESA and Michael Cook of River Partners lead this project from grant applications through to construction. 20-acre gravel quarry cleaned up to create city park; created floodplain, expanded wetlands and restored grasslands, oak woodland and the riparian corridor.



820 BROADWAY ST CHICO CA 95928 – 530.899.1616
1930 G ST SACRAMENTO CA 95811 – 916.754.2153
MELTONGROUP.COM

A. COVER LETTER

Attn: Mary Horger, Procurement Manager
City of Ukiah
411 West Clay Street
Ukiah CA 95482



Re: RFP – Riverside Park Regeneration Plan
Provide Landscape Architectural Services

Dear Ms. Horger and Review Committee,

Melton Design Group, Inc. is pleased to submit a Proposal for the Riverside Park Regeneration Project. Our Team, MDG, ESA and River Partners, is committed to the City of Ukiah and look forward to the potential this exciting project offers in working with your staff and transforming this site for the Ukiah community.

It is our understanding that the Russian River corridor has a strong following in the community and we look forward to the potential of restoring this habitat with guidance from the City and to work within the Urban Rivers Grant requirements. Regenerating this habitat will create a great opportunity for education of this ecological habitat and how the green infrastructure will enhance our lands.

- Wet meadows, Floodplain wetlands and Spring pools
- Upland native plants and wildlife habitat
- Filtration of storm water
- Education and Recreation
- Sequestration of Carbon and VOC's



Photo of Egret at Julie Parleashy Pond where we are currently renovating the uplands and minimizing future use of pesticides. City of Davis

The Invisible Education Benefits will be the breathing of cleaner air and visual clearness of the storm water as it is managed within our new Carbon Farm. We are excited to work with the Carbon Cycle Institute and Mendocino Resource Conservation District in creating an incredible carbon sink right here along the river.

MDG has recently created the first Carbon Negative Soccer Complex along the Feather River. Our goal was to introduce a Woody Bio-Char into the soil of the sports complex turf and plantings to sequester the carbon, save three to five times the water use and create a soil profile that is rich and healthy enhancing the remediation of carbon through the plant material. We are also excited about minimizing the use of fertilizer, the toxic VOC's creating cleaner water and reducing the Green House Gasses.

Our approach of addressing climate impacts in our projects is being proposed at many of our urban and natural design sites that we are cleaning as a process of our design.

The combination of experience that our team provides includes RESTORATION, RECREATION, EDUCATION AND INSTALLATION. This combination takes us from start to finish with expertise throughout and that all are equally important to create a complete project. This site will meet the grant requirements of reliable water supplies, restoration of habitat and species and will complete a cycle of a healthy watershed by cleaning the storm water prior to moving into the river.

We understand that our initial analysis, permitting, design documents and specifications need to be simple and clear for contractors to easily bid and keep the project within budget. MDG produces design documents with Land FX software, with auto populating fields from Concept Plans through to construction documents, less time and budget is needed, and plans are easy to read. We also provide accurate cost estimating by communicating with local material sources and contractors to confirm our cost of construction and understand the bidding climate.



820 BROADWAY ST CHICO CA 95928 – 530.899.1616
1930 G ST SACRAMENTO CA 95811 – 916.754.2153
MELTONDG.COM

Our Design Team has worked on several projects that mimic your Riverside Regeneration Project and will provide the range of experience necessary to restore the site and educate the public.

solutions through experience ...

Verbena Fields – This same team worked together 10 years ago on this 20-acre gravel quarry that was restored to native habitat. As we've watched it grow, we've studied design elements that worked well and others to amend. Volunteer agencies and starting weed management a year before planting was key to the success of this site.

Horseshoe Lake was an upland meadow and oak woodland restoration at the entrance to Bidwell Park in Chico. Incorporating the right soil amendments and mycorrhizal fungi worked well for tree saplings and the hydroseeded meadow grass. Planting was scheduled in the fall to help them establish before the next summer.



Horseshoe Lake Woodland Restoration by MDG

We feel that the success of a project doesn't start the day of the ribbon cutting, it starts the day we step onto the site during our site analysis and it is complete when the 9 year old third grader sees an egret picking a fish out our wetland pond then he references that on the interpretive panel and writes it into his report for school.

As Park and Restoration experts, we have developed a keen sense of balance between restoration, education and recreation in park designs. MDG believes that each park should meet the needs of diverse and established neighborhoods by integrating their ideas with cities to embrace the historic heritage that makes Ukiah special. Our qualifications are enclosed, and we look forward to hearing from you. If you have any questions, please do not hesitate to call. Look forward to

Sincerely,

Gregory Melton - Principal, ASLA, LEED AP
Melton Design Group, Inc.
Office: 530-899-1616 Cell: 530-518-7593
greg@meltondg.com



820 BROADWAY ST CHICO CA 95928 – 530.899.1616
1930 G ST SACRAMENTO CA 95811 – 916.754.2153
MELTONDG.COM

B. PROJECT UNDERSTANDING AND PROPOSED APPROACH

The restoration of Riverside Park is a wonderful opportunity for the local youth and residents of Ukiah to experience the great outdoors as it is intertwined within edge of Ukiah, Little League Fields, BMX and the Russian River. Congratulations to the advocates that worked diligently to improve this riparian habitat and to the City in its award of the California Urban Rivers Grant. The site is indeed a fitting location for this purpose. We understand the goals of the City for the Project, the associated grant requirements and with similar project experience, know how to clean up the site and create a floodplain and wetland complex that will further bio-filtration and properly drain the site.

The team to complete this important first stage of restoration is one of the most significant factors to consider in the approach to completing the Project. The Team of MDG, ESA and River Partners will provide the City of Ukiah with the range of experience necessary to restore this section of Riverside Park to a functioning ecosystem with educational opportunities through recreation.



MDG has work with ESA since 2003 and River Partners since it was formed in 1998. This team of recreation and restoration design specialists have proven to be successful in creating natural environments for the public to enjoy. Recent examples include the restoration of the 210-acre Riverbend Park along the Feather River in Oroville and the Feather River Conceptual Plan. Both projects involved the design of recreational open space along a large river, habitat restoration and interpretive education. An MDG lead carbon sequestration plan is also underway for Riverbend Park with the installation of biochar in a 10-acre restoration area, plans for another 8 acres this spring and a monitoring system.

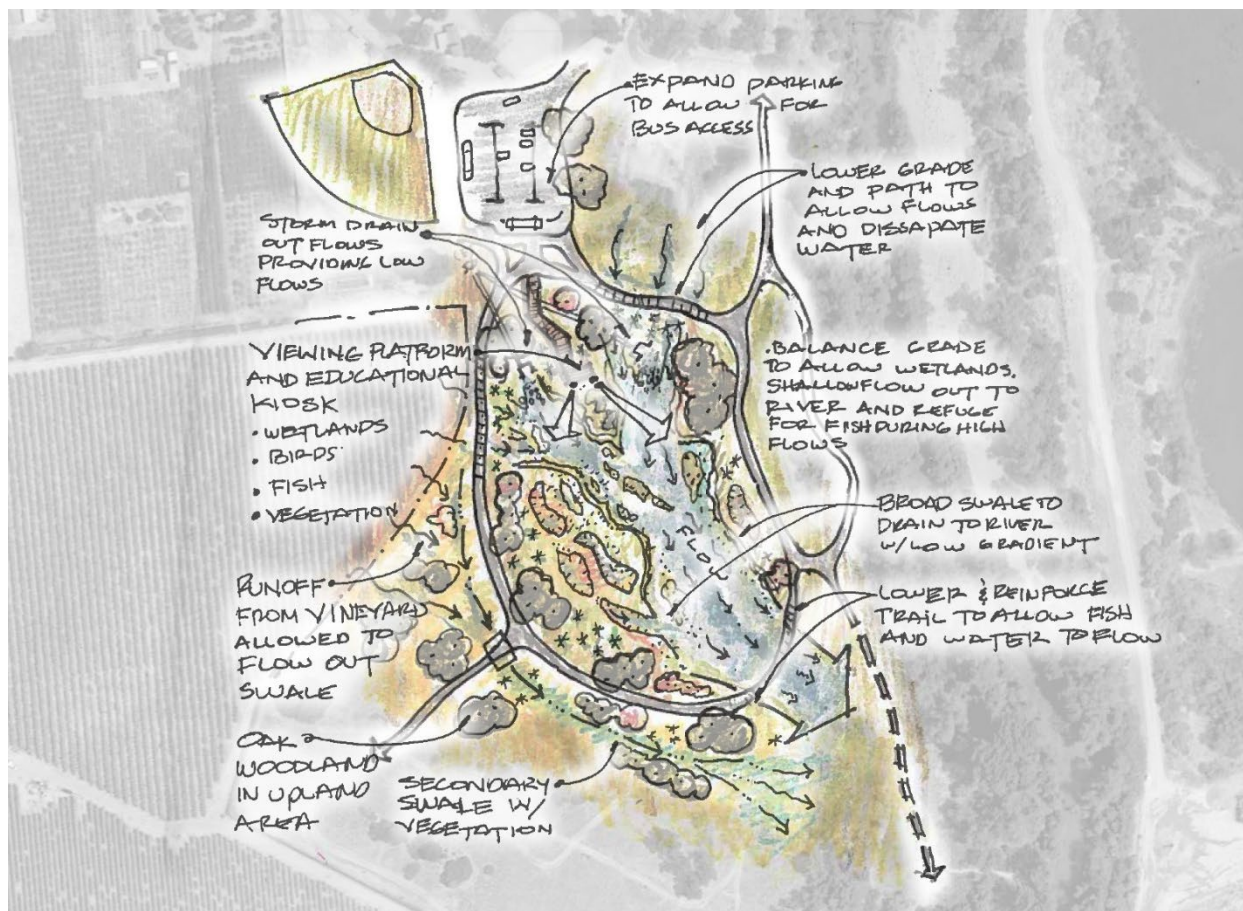


RESTORATION DESIGN APPROACH

Our goal is to assist the City with transforming the highly disturbed and degraded portions of Riverside Park into an ecologically rich corridor of wet meadows, floodplain wetlands, and spring pools, that form a central thread of the park visitor's experience. Our approach will center on understanding the hydrologic and hydraulic processes that influence Riverside Park and using this understanding to develop a technical basis of design for the habitat restoration. The hydrologic analysis will examine the sources influencing the site, including precipitation, evapotranspiration, surface water runoff from adjacent lands and the City's storm drainage system, groundwater, and periodic flooding from the Russian River. The hydraulic analysis will be used to inform the project design to reduce potential for erosion and fish entrapment and to ensure there are no increased flooding impacts from the project.

Based on our field visit to the site and our understanding of the project's multi-benefit objectives to; restore habitat, improve flooding and storm water drainage, improve groundwater recharge and water quality, and provide an enhanced park experience; our approach to the Riverside Park Regeneration is to create a shallow open depression that drains to the Russian River through a broad swale. This configuration will allow the site to capture storm water runoff, while visually opening area to improve park safety and comfort. Shallow seasonal wetlands will be created within the depression and will provide habitat and improve water quality. The site would be graded to create low gradient ecotone slopes ideal for creating a broad variety of conditions for native vegetation. Creating seasonal wetlands will provide water quality improvement through capture and treatment during the wet winter season, but will remain dry during the summer season, to the benefit of the water management of the adjacent vineyards. The swale will provide access to refuge for fish and improve drainage on the receding limb of the Russian River. The proposed depression, seasonal wetland and swale approach also is well suited for linking to potential future projects such as fish habitat restoration along the Russian River or improved storm drainage from the adjacent ball parks and BMX park.

The image below illustrates this approach and includes a preliminary idea of site circulation and interpretive opportunism.



NATURE EDUCATION OPPORTUNITIES

It is unique to find such a preserve next to an urban environment and such is the case that this site is very well suited to show visitors how nature can be found in an urban environment and how restoration projects can improve habitat along riparian corridors.

Along with the proposed floodplain and wetland demonstration areas, the existing wildlife and riparian corridor, there are numerous opportunities to explain how important ecosystems are to each other and how they work together.

By incorporating interactive educational exhibits, we can create a story line to lead visitors from one exhibit to the next, making the experience an adventure that they will not forget. MDG is excited to provide this approach in joint venture with the Environmental Science Associates (ESA) and River Partners.



QUALITY IN DESIGN

In creating exhibits and restoring native habitat, special attention must be paid to the quality of design. In this sense, quality means an experienced design team that can deliver project elements that will be durable and sustainable and especially in the case of interactive exhibits; attractive, fun and innovative.

NATIVE HABITAT RESTORATION

Recreating native habitat can often be a difficult process, especially when working with slow growing oak tree seedlings in a hot summer climate. MDG is well versed in the design of native habitats for restoration.

One element often overlooked is to design for a complete habitat, by creating an environment (canopy, understory and grasslands) that will function as one with the attraction of native support plant species and wildlife.

GRANT REQUIREMENTS

An especially important goal for the restoration of Riverside Park is to abide by the directives established in the California Urban Rivers Grant Program. MDG services include a successful history of grant writing and most of our open space design projects are grant funded. Our design team is very familiar with the guidelines established by the Grant Program and will work diligently with the City to ensure the Grant requirements are met.

CARBON SEQUESTRATION

Cleaning up the site, improving bio-filtration and restoring riparian habitat will all help to remove carbon dioxide from the air. Another way to help is by utilizing soil amendments like Biochar. Biochar is charcoal used as a soil amendment. It's a stable solid, rich in carbon, and can endure in soil for thousands of years. This 2,000-year-old practice converts agricultural waste into a soil enhancer that can hold carbon and increase soil biodiversity.

- ⊕ 5X water storage in volume reducing irrigation needs and improving bio-filtration
- ⊕ Capture 3x it's volume in VOC's – phosphates, nitrates, methane
- ⊕ Reducing fossil-fuel based fertilizers, enhancing cation exchange capacity increasing mycorrhizal development in soils

Primarily used in agriculture, golf course managers have recently incorporated the amendment in the maintenance of their courses and MDG is now pioneering the use of Biochar in city parks and habitat restoration. Riverbend Park in Oroville, CA is a recent example as the amendment has been incorporated

in both the active sports field areas of the Park and in native plant restoration. See the illustration below for an idea of the application to the Riverbend Park soccer fields along the Feather River.



Biochar opportunities at Riverside Park include Bio Char as a soil amendment and in the form of biodegradable wattles. The wattles are like straw wattles for erosion control. They can be designed into the landscape so that they're not visible and better help to filter out toxic elements from existing site material and storm water.

The rest of this section is a detailed Scope of Services outlined to provide the City of Ukiah with the services necessary to complete the Riverside Park Regeneration Project.

SCOPE OF SERVICES

The following is an outline of services to be

Task 1 – Project Initiation and Site Analysis

- 1.1 Kick off Meeting – Meet with City Staff to confirm the City's objectives and program for the project, to establish parameters for the design effort, and to confirm interim and final deliverables.
 - A. Review Project Team Coordination for duration of Project.
 - B. Agree upon project schedule
 - C. Refine project program and confirm with City Staff input.
- 1.2 Topographic Survey Adequacy Review
This task includes reviewing the topographic data collected by the City to determine whether there is adequate data for project design.

- 1.3 Base Map
The topography file(s) will be converted to a base map, 3-dimensional surface, and/or CAD file consisting of “existing condition information” that will be used for hydrodynamic modeling and design drawings.
- 1.4 Preliminary Site Analysis
- A. Review Topographic survey relative to potential design options.
 - B. Obtain and review all existing site data, information from City and Stakeholder agencies,
 - 1. Review all appropriate City and County documents that may influence the design of the park and recommend changes necessary to comply with documents.
 - 2. FEMA floodplain maps and data
 - 3. Carbon sequestering restoration plan developed with the Carbon Cycle Institute and the Mendocino RCD.
 - 4. Previous phase evaluations and construction documents.
 - 5. Goals and requirements of the Project in relation to the California Urban Rivers Grant Program.
 - C. Visit site and analyze existing site features, relationships to surrounding environment and outline element features relevant to proposed project design.
 - D. Provide photo documentation of analysis.
 - E. Provide summary of analysis for project records and City review.
- 1.5 Utility Notifications and Applications
- A. Prepare and transmit project notification to utilities with a request to identify existing facilities.
 - B. Review existing utility maps and perform utility coordination, identify and submit applications for points of connections and service upgrades, and obtain clearances.

Task 2 – Design Development and Final Master Plan

- 2.1 Basis of Design Plan
ESA will participate in development of the project design, specifically as IT relates to hydrologic, flood attenuation, water quality, and ecological criteria and design elements. ESA will conduct the following studies to inform design development and will prepare a Basis of Design (BoD) technical memorandum that will describe the scientific approach to design of these project elements.
- A. Hydrologic Analysis
ESA will prepare a hydrologic analysis of the site and develop a wetland water balance to be used to inform restoration design. The water balance will include analysis of precipitation, evapotranspiration, storm water runoff, and groundwater influence (assuming data is available). The analysis will examine the interaction between the project site and the Russian River and include methods for improving flood drainage. The analysis will also support sizing for the storm water treatment elements of the site improvements.
 - B. Wetland Delineation
ESA will prepare a wetland delineation according to the Arid West Regional Supplement to the U.S. Army Corps of Engineers (USACE) Wetland Delineation guidance. Using sub-meter-accuracy GPS, ESA wetland ecologists will survey the project site and map potentially jurisdictional wetlands and waters and compile a jurisdictional wetlands delineation map and delineation report following the USACE's delineation guidelines. At the same time, ESA will compile a map indicating the assumed limits of waters of the State subject to North Coast Regional Water Quality Control Board (RWQCB) authority under Clean Water Act Section 401 and the Porter-Cologne Water Pollution Control Act, and California Department of Fish and Wildlife regulation pursuant to Section 1600 of the California Fish and Game Code. A delineation report with mapping and supporting information will be prepared suitable for submittal for USACE verification, and to support regulatory permitting if necessary.
 - C. Habitat Assessment
A Habitat Assessment serves two main purposes: first, it facilitates the characterization and analysis of biological/ecological data to inform project design development; secondly, it serves as a direct input to any required permits for the restoration project. The Habitat Assessment will

describe the distribution of existing aquatic, wetland and terrestrial habitat types, potential sensitive species considerations, and evaluation of existing habitat to define project ecological opportunities and constraints within the project boundary. It will also describe biological and ecological threats to the system, such as invasive/non-native plants and invertebrates.

Literature search

Prior to conducting field studies, ESA biologists will perform a background search and literature review of all existing data pertaining to biological resources within the area including the California Natural Diversity Database (CNDDDB), available CEQA documents, biological technical reports, local, state, and federal databases, herbaria records, maps, and photographs. A review of available documentation, to generate a list of special-status species and habitats known from the project region and with potential to occur within the project area, will be conducted. The documentation will include but is not limited to the: (1) CNDDDB (2) California Native Plant Society Electronic Rare Plant Inventory; (3) sensitive species or species of concern lists; (4) U.S. Fish and Wildlife Service Website; and (5) and other lists and publications.

Site Survey

ESA biologists and ecologists will conduct one (1) site survey to document existing conditions. Based on an initial review of materials and our experience with resources in the region, it is anticipated that the following special-status species, among others, will be considered for further analysis based on their potential to occur in the vicinity of the project site: foothill yellow-legged frog (*Rana boylei*), red-bellied newt (*Taricha rivularis*), and western pond turtle (*Emys marmorata*).

A single day for a reconnaissance site visit has been budgeted to survey the study area for habitats present on site. Biologists will determine what, if any, special-status plant and wildlife species and sensitive habitats known from the region (and documented during the background literature search) have the potential to occur on the project site. Biologists will document all species and habitats observed within the study area. Sensitive or special-status biological resources include: (1) special-status plant and wildlife species (including rare, threatened, endangered, Migratory Bird Treaty Act species, or unique species); (2) wetland/riparian habitats; (3) sensitive plant communities; and (4) other environmentally sensitive habitat areas. This survey does not include protocol-level botanical surveys to verify presence of special status plants, nor does it include protocol-level surveys to verify presence of any special status species.

Technical Report

Upon completion of our fieldwork, ESA will prepare a memorandum documenting results of the literature search and site survey. The report will discuss (1) methodologies used for background literature search, biological reconnaissance, and report; (2) results of the background literature search and field reconnaissance; (3) existing biological conditions including plant communities and adjacent land uses; (4) the location, extent, and habitat requirements of any sensitive or special-status biological resources, or wetlands that occur, or will likely occur, on or adjacent to the study area; (5) maps of sensitive or special-status biological resources in the study area, including vegetation types and their acreages, within the study area.

C. Basis of Design Technical Memorandum

ESA will prepare a Basis of Design Technical Memorandum (BoD) for the restoration project using the information developed under Tasks 2.1. The BoD will include a summary of hydrologic and ecological opportunities and constraints and resulting recommendations for ecological, storm water treatment, and flood attenuation design elements, design rationale and criteria, as well as figures displaying Project design elements. The BoD will document decisions made that affected design, including any permit conditions. Drawings needed to show grading and other Project design elements will be included in 11"x17" format. This memorandum will be sent to the City for review and comment prior to being finalized and will be used as a basis for developing the Master Plan and final design drawings and specifications.

Task 2.1 Assumptions

- No federal or state-listed species have potential to occur in the project area and take of special status species can be avoided during project construction. No take coverage would be required.
- The project will not result in a net loss of sensitive habitats such that compensatory mitigation would be required.
- This scope of work does not include CEQA compliance support. However, ESA can provide CEQA compliance services if requested.
- This scope does not include support to coordinate with the USACE to review and verify the wetlands delineation survey and mapping.
- This scope does not include protocol-level botanical surveys to verify presence of special status plants, nor does it include protocol-level surveys to verify presence of any special status species.
- The project will not include direct impacts to the Russian River channel or riparian corridor immediately adjacent to the river.

2.2 Preliminary Master Plan (hand drawn) according to results of the Site Analysis, the Basis of Design Plan and input from City staff. MDG will prepare a master plan, perspective renderings and vignettes for key site elements. Production will include coordination with City Staff and design team to review the concept design and provide input.

- A. Description of park elements and materials
- B. Plan view layout of concepts with alternatives
- C. Preliminary plant species and
- D. Conceptual Drainage Plan – Review drainage patterns and general grading and drainage as part of developing existing concept for comment and discussion.
- E. Perspective view sketches of key elements
- F. Present to Staff and Team in working design sessions to guide and prioritize design.

2.3 Preliminary Cost Estimate – Research and provide estimated cost of construction.

- A. Coordinate with local contractors to determine “specific area costs”
- B. Work with Vendors to provide latest play equipment available to us.
- C. Provide costs for the “HIGH end and the LOW end” of the projects elements.
- D. Review cost with City staff and adjust project design as needed to be within budget

2.4 Stakeholder Meeting #1

- A. Meetings consists of staff coordination prior to meeting, agenda submittal and presentation. Follow up will occur to clarify outcome of meeting.
- B. Attend and assist the City with facilitating the meeting. Inform stakeholders of project background and goals. Present the Preliminary Master Plan in digital form and hardcopy form.
- C. Collect and analyze input received from the meeting. Prepare a summary of the comments, noting the level of input per issue.

2.5 Master Plan Refinement

Update Master Plan based on feedback received at the Stakeholder Meeting and direction provided by the City. Prepare the graphics in preparation for the Second Stakeholder Meeting. Graphics must be amended and updated to the satisfaction of the City prior to the second meeting. Submittals will be both digital and hard copies.

- Conceptual Plan View and Renderings (24 x 36 and 11 x 17)
- Preliminary Estimated Cost of Construction
- Outline of Technical Specifications

2.6 Stakeholder Meeting #2 - Conduct a second stakeholder meeting, addressing first meeting comments and present refined Master Plan.

- A. Present Master Plan, communicating the design and estimated cost of construction, with the goal of gaining design input, consensus and direction for final Master Plan and approval.

2.7 Final Master Plan and Council Approval

- A. Update Master Plan according to input from second Stakeholder Meeting.
- B. Present updated Master Plan to City Council.
- C. Update Master Plan per Council input as Final Master Plan. This document will serve as base document for construction document production.

- D. Provide the City with digital and hard copies of Master Plan
- E. Acquire approval from City staff to move forward with Construction Documents.

Task 3 – Construction Documents

Prepare drawings and specifications which will include all necessary construction and phasing direction to build the park per Council approved Master Plan and available City budget.

3.1 Construction Drawings and Specifications

- A. Title Sheet – Drawing index, project location maps, contacts, permits and general notes
- B. Existing Conditions Plan - project site plan excluding any demolition or other improvements and identifies key elements at the existing site. This plan will include site topography.
- C. Demolition Plan
- D. Erosion Control Plan
- E. Construction Plan
 - Identify all park elements and locations
 - Describe materials, size, color and finish
 - Layout and dimension park element details only. Site layout will be provided as points file to the Contractor at time of construction.
- F. Grading and Drainage Plan – spot elevations and contours for new grades shown over existing topography.
- G. Construction Details - Typical Details include:
 - Park access – parking lot expansion and school bus drop off area.
 - Perimeter and wetland area fence
 - Decomposed Granite Paths
 - Concrete flat work
 - Culvert outfall and headwall
 - Site furniture – benches, waste receptacles
 - Overlook slope protection
 - Information kiosk and interpretive panels
- H. Planting Plan and Installation Details
- I. Irrigation Plan and Installation Details
- J. Technical Specifications - CSI Division 1 through 16 as needed according to project elements, development standards and City standard specifications.

3.2 Permit Applications

- A. City of Ukiah Building Permit
- B. County of Mendocino Building Permit
- C. County of Mendocino Flood Hazard Zone Development Permit

The Riverside Park Regeneration project will include modifications within a FEMA Special Flood Hazard Area (SFHA) and will require compliance with the National Flood Insurance Program (NFIP). Because this project will remove debris and balance cut and fill on site, we anticipate a “No-Rise” certification will suffice for NFIP compliance. ESA will coordinate with the City and County to identify the exact requirements, data, and analysis to obtain approval.

For budgeting purposes, we have assumed a “No-Rise” document and supporting hydraulic analyses will be required including developing the existing and project conditions models. The “No-Rise” analysis and documentation will build off the effective FEMA model which ESA will order from FEMA. The order fee for the effective model (\$393) is included in the budget.

Assumptions

- The design removes debris and balances cut and fill on site and will not generate an increase in the Base Flood Elevation or the floodway elevations.
- Hydrology from the effective FEMA FIS will be used for NFIP compliance
- ESA will utilize and update the effective FEMA HEC-RAS model.

D. USACE Clean Water Act 404 Permit - Optional

If jurisdictional waters of the U.S. existing on the project site will be impacted, approval under the Clean Water Act (CWA) Section 404 will be required. This scope assumes the project qualifies for coverage under the USACE's Nationwide Permit Program, which provides streamlined CWA Section 404 approval. This scope assumes the proposed project qualifies for coverage under Nationwide Permit Number 27 (Aquatic Habitat Restoration, Establishment, and Enhancement Activities). A pre-construction notification (PCN) package will be completed and submitted along with supplemental information on the project, including a brief project description and project maps, a review of potential impacts on jurisdictional waters, and a list of impact avoidance and minimization measures that will be implemented. A cover letter summarizing the project and anticipated construction schedule will also be prepared. The PCN package will also include a copy of the jurisdictional delineation report prepared under Task 2.1, a discussion of species and habitats protected under the federal Endangered Species Act (i.e., results from Task 2.1), and a discussion of cultural and historic resources potentially protected under the National Historic Preservation Act Section 106 (i.e., results from Optional Task 3.2-G).

Following one round of City review and comment on the draft application package, ESA will revise and prepare a final application package for submittal to the USACE.

Assumptions:

- *No impacts to aquatic resources under the jurisdiction of the National Marine Fisheries Service or U.S. Fish and Wildlife Service would occur and a separate biological assessment report would be needed beyond the report prepared in Task 2.1.*

E. RWQCB 401- Optional

If the project will impact waters of the State, permits from the RWQCB under Section 401 of the Clean Water Act and the Porter-Cologne Water Quality Control Act would be required.

ESA will prepare an application for Clean Water Act 401 Water Quality Certification and/or a Report of Waste Discharge for submittal to the North Coast RWQCB. The application will describe project activities, construction methods, impacts on jurisdictional waters and proposed on-site mitigation, if applicable. The application package will include the jurisdictional delineation report prepared in Task 2.1.

Following one round of City review and comment on the draft application package, ESA will revise and prepare a final application package for submittal to the RWQCB.

Assumptions:

- *The RWQCB will not require additional CEQA compliance documentation.*
- *The City will provide any fee associated with the permit application.*

F. CDFW Lake and Streambed Alteration Agreement (LSAA) - Optional - ESA

Projects that will temporarily or permanently obstruct the flow or alter the bed, channel, or bank of a river or stream must obtain a Lake and Streambed Alteration Agreement (LSAA) from CDFW. In practice, this requirement also applies to impacts to riparian or wetland habitats adjacent to streams and rivers. If the project is determined to impacts these habitats,

ESA will prepare an application package for a LSAA for impacts to areas under CDFW purview. As required by CDFW, this application will include a memorandum describing the habitats present at the site and special-status species that are either known to occur, or have potential to occur within the project area. The general habitat assessment prepared in Task 2.1 will be submitted with the permit application package. The permit package will disclose impacts to state-protected species and habitats, identify minimization and mitigation measures for impacts (if necessary), and include a copy of the CEQA compliance document prepared for the project.

Following one (1) round of City review and comment on the draft application package, ESA will revise and prepare a final application package for submittal to CDFW.

Assumptions:

- *The CDFW will not require additional CEQA compliance documentation.*
- *An incidental take permit under California Endangered Species Act Section 2081 will not be required; all species protected under CESA will be avoided.*
- *The City will provide any fees associated with the permit application.*

G. Cultural Resources Assessment – Optional

ESA will review cultural resources documentation previously gathered in the project study area and evaluate whether additional data gathering is necessary for compliance with the National Historic Preservation Act (NHPA) Section 106. This scope includes a search of records filed at the California Historical Resources Information System (CHRIS) and Office of Historic Preservation has been conducted in the past year (record searches expire after one year), and contacting the Native American Heritage Commission (NAHC) to obtain the list of sacred lands in the project vicinity. This scope includes contacting federally-recognized tribes in Mendocino County to inform them of the project.

A field survey of the study area will be conducted by a qualified archaeologist. Based on our understanding of the land use history, ESA assumes that the Area of Potential Effect (APE) can be surveyed by one archaeologist in a one-day field effort and that no cultural resources will be identified. If cultural resources are identified they will be recorded on Department of Parks and Recreation Primary Forms (Form 523). Under this scope, cultural resources will not be evaluated for potential legal significance; site evaluation can be completed under a separate scope and budget.

Data and input received during the research phase will be documented in a report, which will be suitable for submittal to the USACE for compliance with NHPA Section 106. ESA assumes the project finding will be No Historic Properties Affected or No Adverse Effect to Historic Properties and a Memorandum of Agreement/Historic Properties Treatment Plan will not be required. If the finding is that of Adverse Effect to Historic Properties, additional consultation and documentation would be completed under a separate scope and budget.

H. Storm Water Pollution Prevention Plan (SWPPP)

ESA will use the information developed under Task 2.2 to prepare a draft and final SWPPP for the Project. ESA's Qualified SWPPP Developer (QSD) or QSD designee will discuss any preferred best management practices (BMPs) with the City. It is ESA's experience that a

discussion regarding the proposed BMPs can help ensure protection of water quality while considering low-cost solutions.

Using this information, ESA will prepare a Draft SWPPP in compliance with the State Water Resources Control Board (SWRCB) Construction General Permit (adopted Order 2009-0009-DWQ, as amended by 2010-0014-DWQ and 2012-006-DWQ). The Draft SWPPP will be based on both Construction General Permit requirements and guidelines provided by the California Stormwater Quality Association (CASQA) to satisfy Construction General Permit requirements. The SWPPP will be designed to control construction site pollutants and their sources through the use of BMPs, and will include information needed to demonstrate compliance with Construction General Permit requirements. The SWPPP will be prepared and certified by ESA's Qualified SWPPP Developer (QSD). At a minimum, the SWPPP will include the following elements:

- Project information;
- Risk level determination (calculated from the project site's sediment risk and receiving water risk);
- Identification of the potential construction site pollutant sources;
- BMPs to be implemented onsite;
- Responsible parties and operators;
- Monitoring requirements;
- Sampling requirements;
- Training requirements; and
- Permit Registration Documents (PRDs) including a site map.

This scope of services includes submittal of the Draft SWPPP prepared by a QSD to the LRP in PDF format. Based on preliminary assessment, the project is anticipated to be a Risk Level 2. We assume one consolidated mark-up of the Draft SWPPP will be provided to ESA. ESA will make necessary changes to the SWPPP following receipt of comments on the Draft SWPPP and submit the Final SWPPP in PDF format.

REQUIRED ACTIONS BEYOND THE SCOPE

This scope has been prepared to include preparation of the Draft and Final SWPPP and does not include filing of Permit Registration Documents with the State Water Resources Control Board. To obtain coverage under the Construction General Permit, LRP's are required to electronically file the Permit Registration Documents (PRDs), which include a Notice of Intent, annual fee, and signed certification statement, along with the SWPPP, risk assessment, and site map. The PRDs must be submitted through the SWRCB Stormwater Multiple Application and Report Tracking System (SMARTS) website. Upon receipt of a complete PRD submittal, the SWRCB will process the application and assign a Waste Discharge Identification Number (WDID) number for the project, allowing for commencement of project construction.

- 3.3 Cost Estimates – Adjust existing Estimated Cost of Construction as Construction Documents are approved through the Submittal Process.
- A. Compare project elements with available project budget
 - B. Prepare final estimates

- 3.4 Contract Documents – Incorporate Construction Drawings, Specification and Bid Form into the City boiler plate General Conditions and Contract Documents. The Bid Form will include all items from cost estimate and alternate or deductive options for bidders to provide additional services if budget allows. Provide Schedule B form for itemized pricing of elements and materials.
- 3.5 Submittal Process and Final Construction Documents
 - A. Three copies of Construction Drawings and Technical Specifications will be submitted to the City for comment and approval at 30%, 60%, 90% and 100% completion.
 - B. Each submittal will include a review meeting with the City.
 - C. Adjust Construction Drawing PDF copy and 3 full size copies

Task 4 – Bid Administration

- 4.1 Pre-Bid Meeting – Attend the pre-bid meeting and respond to contractor requests for clarification during the bid process.
- 4.2 Addendums - After a question and answer period addendums will follow as needed to complete package and clarify bid.
- 4.3 Award Bid – provide consultation to City in awarding contract according to bids received and contractor qualifications for the Project area.

Task 5 – Construction Administration

The City has not requested this Task, but it is highly recommended in order to make sure site construction is aligned with the design intent of the Landscape Architect, ESA and Construction Documents.

- 5.1 Pre-Construction Meeting – facilitate meeting at the City and on site. Confirm roles and Contract requirements of City, Contractor and MDG.
- 5.2 Submittal Review – review material submittals from Contractor to confirm materials meet the design intent of the Contract Documents. Provide direction for alternate materials if needed.
- 5.3 Amendments to documents – issue as needed throughout project if necessary, to incorporate changes to Construction Documents.
- 5.4 RFI (Requests for Information) – respond to contractor requests
- 5.5 Memorandum Directives and Field Orders- provide to contractor as needed
- 5.6 Change Order Requests – review and provide recommendations to City staff. Issue as needed.
- 5.7 Field Observations and Inspections per plans and specifications
Typical observations include site visits to report layout, rough grade, concrete formwork, concrete finish, plant material, irrigation installation and finished site work. Field reports will follow each observation and be submitted to the Construction Manager, City and contractor with confirmation of the work or suggested remedies.
- 5.8 Reporting administration documents as needed to the City and Contractor.

C. PROJECT TEAM



Melton Design Group (MDG) is a Chico and Sacramento based firm formed in 2010 by local Landscape Architect and Recreation Planning professional Greg Melton. Greg and the Design Group have worked closely with communities throughout Northern California over the past 25 years and continue this tradition of providing clients with the highest quality of service with licensed landscape architectural services in California, Oregon and Nevada.

RANGE OF EXPERIENCE

Parks and recreation experience throughout these diverse states has enabled MDG to specialize in recreation through the restoration of large open space preserves, riparian corridors and woodland landscapes.

Melton Design Group provides a range of experience that will provide the City of Ukiah with the skills necessary to complete your project well beyond expectations.

Habitat Restoration
Interpretive Education
Trail Systems
Water Conservation

DIVERSITY IN DESIGN

As landscape architects we strive to improve community opportunities through a back to nature approach of design that promotes education and healthy living through recreation. Recent projects include construction documents for the restoration of the 210-acre Riverbend Park along the Feather River and 20-acres of floodplain and wetland restoration in Chico, CA.

We consider each project a unique canvas from which to create something special and cherished for generations to come. Recreation is our focus built upon a strong foundation of community and sustainable environments.



Riverbend Park – Floodplain and Habitat Restoration
Feather River - Oroville, CA



Shauna Downs Wetland Bank
Butte County, CA



Floodplain Restoration - Interpretive Panel
Verbona Fields - Chico, CA

CLIENT SERVICES

MDG provides client services throughout the life of a project including feasibility studies, planning services and construction documentation. Other services include, but are not limited to:

- ⊕ Site Analysis and Selection
- ⊕ Facilitation of Public Workshops
- ⊕ Site Master Planning
- ⊕ GIS Certified Mapping & Cartography
- ⊕ Building Conceptualization
- ⊕ Photo Simulations
- ⊕ 3D Modeling and Animation
- ⊕ EIR Coordination
- ⊕ Cost Estimates and Analyses
- ⊕ On Call City Plan Review
- ⊕ Construction Drawings
- ⊕ Contract Documents and Specifications
- ⊕ Storm Water Pollution Prevention Plans
- ⊕ Bidding for Construction
- ⊕ Administration of Construction Contract
- ⊕ Construction Administration
- ⊕ Project Coordination and Management
- ⊕ LEED and SITES Certification

AWARDS

MDG is proud to be recognized by public and professional agencies for a wide range of projects and community outreach.

2018 American Society of Civil Engineers
Sacramento Chapter
Outstanding Urban
or Land Development Plan of the Year

2017 California Special District Association
Innovative Program/Project of the Year

2014 American Society of Landscape Architects
Sierra Chapter
Honor and Merit Awards
Parks/Open Space and Rehabilitation/Mitigation

2009 California Redevelopment Association
Award of Excellence in Public Spaces

2007, 2008 and 2009
American Society of Irrigation Consultants
National Excellence in Irrigation Honor Award

2007 Chico Economic Planning Corporation
Community Vitality Award

2005 California Parks & Recreation Society
Award for Facility Design and Park Planning



Riverbend Park Flood Damage Restoration
2017 CSDA Innovative Program/Project of the Year



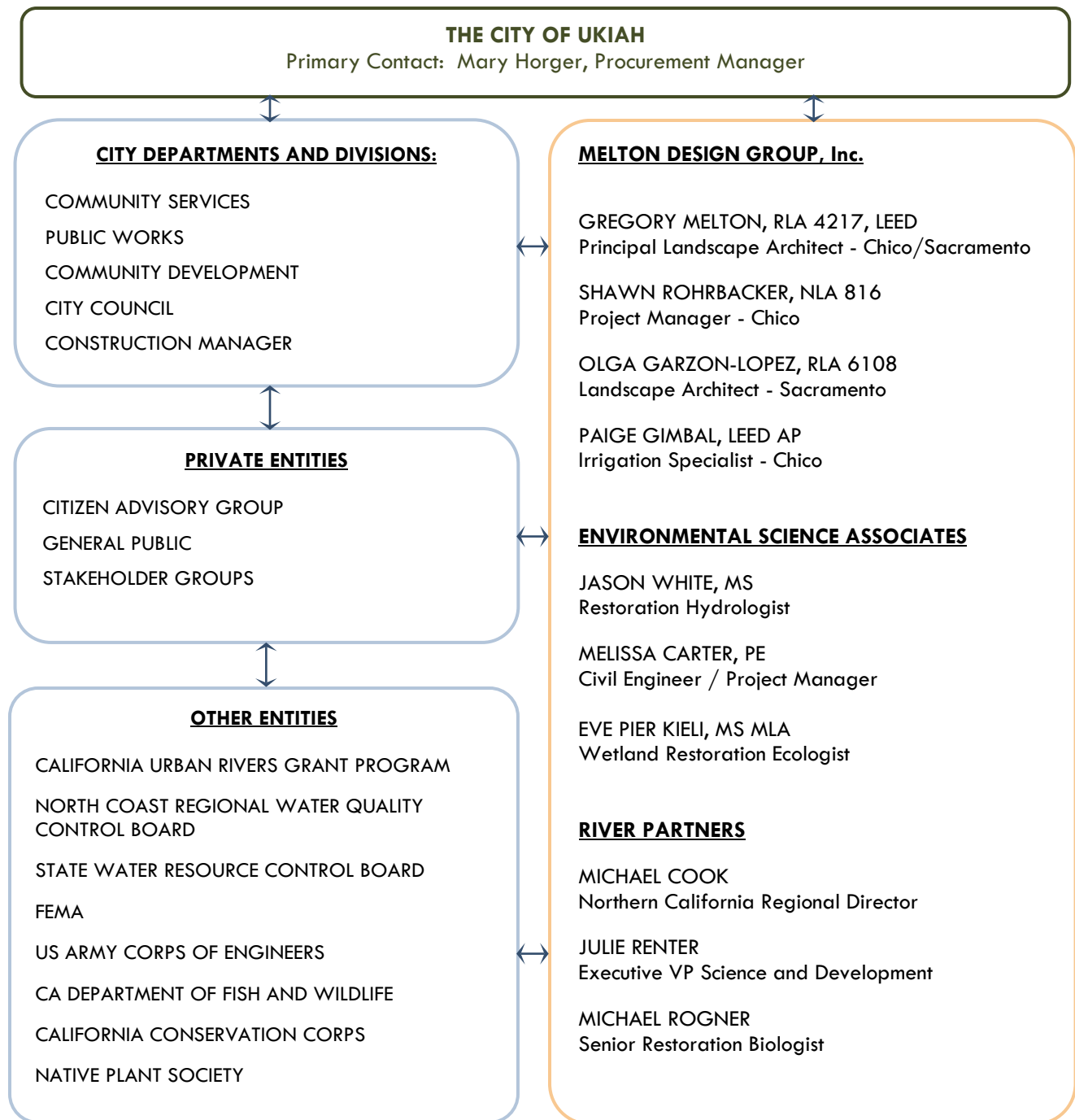
Verbena Fields Habitat Restoration
2009 ASIC National Excellence in Irrigation
2014 ASLA Open Space and Rehabilitation



Chico City Plaza
2009 CRA Excellence in Public Spaces

ORGANIZATIONAL CHART

The organization chart below illustrates the coordination that will occur between Melton Design Group, the Design TEAM, City Staff, Citizen Advisory Groups, Public Facilitation and Outside Agencies. The following schematic demonstrates the importance of a unified team and the connectivity of the design team with the Community and Stakeholders. Projects will be managed out of the Chico office by Gregory Melton and Shawn Rohrbacker.



CONSULTANT ASSOCIATES



Landscape Architects Melton Design Group will serve as lead consultants for the Project Team. MDG has lead consultant teams through several park and restoration site planning, construction and renovation projects. The senior staff at MDG have worked together as a Consultant Team for over 20 years with a wide range of experience in public and private sectors.

MDG has assembled this team of consultants according to the skillset to best provide the services outlined in the City's RFP. Each consultant has experience along the Russian River area and as a team, we have worked together on similar projects.



Environmental Science Associates (ESA) a leading environmental consulting firm with a 50-year history in California. ESA provides their clients with focused services in environmental hydrology, applied ecology, regulatory compliance and permitting, and other multidisciplinary services. With four offices in Northern California, including Petaluma, San Francisco, Oakland and Sacramento, ESA's more than 500 professionals provide integrated decision-making and innovative, workable solutions based on leading-edge science, policy and planning.

Seasonal and floodplain wetlands are complex systems, highly sensitive to ground and surface water hydrology and soil conditions, and have a high risk of invasion by non-native plants. Design of these wetland habitats can be challenging, requiring an integrated approach successfully create and restore these systems. ESA is known for combining traditional engineering expertise with an understanding of natural processes to develop innovative, creative, and sustainable restoration designs for seasonal wetlands and riverine systems. ESA has designed seasonal and floodplain wetland restoration as part of several projects in Northern California, including the Napa River Restoration Project – Oakville Crossing to Oak Knoll Road and the Lower Putah Restoration Project.



River Partners was founded in 1998 by two conservation-minded farmers who believed that the fields of ecosystem restoration and agriculture could synergistically inform and enhance each other. Now a 501(c)(3) public benefit nonprofit corporation, River Partners' mission is to create wildlife habitat for the benefit of people and the environment. Our organization represents a new approach to protecting the environment, with a focus on large-scale implementation of on-the-ground projects. Our team of restoration ecologists, biologists and agricultural experts utilizes a variety of tools to bring life back to riparian areas. Our success can be attributed to the careful application of science and technology to ensure that projects provide benefits to both the environment and local communities. We recognize that all of our projects – restoration, farming and land acquisitions – have neighbors and affect communities. Our goal is to balance the basic requirements of wildlife populations with public safety and the economic and recreational needs of local communities.

To date, River Partners management staff, scientists and field technicians have planted over two million native trees and shrubs along the major rivers of the western United States. We have pioneered innovative technology, making huge advancements in plant propagation and field design. We have reforested thousands of acres of riparian land, providing essential habitat for wildlife dependent on healthy ecosystems for survival, including threatened and endangered species.



820 BROADWAY ST CHICO CA 95928 – 530.899.1616
1930 G ST SACRAMENTO CA 95811 –
916.754.2153
MELTONG.COM

KEY PERSONNEL



GREG MELTON, RLA 4217, LEED

PRINCIPAL LANDSCAPE ARCHITECT – MELTON DESIGN GROUP

Greg Melton has been planning outdoor space and programming for over 25 years. As Principal Landscape Architect, he guides the Project team, including Clients to create goals and objectives relative to Client requirements and the level of improvements necessary to represent Cities and Counties. Greg will be responsible for the quality of the project and will delegate roles as necessary according to team expertise. Greg's recent projects have included a recreation element for a 1,400-acre specific plan, and a riverfront conceptual master plan.



SHAWN ROHRBACKER, RLA

PROJECT MANAGER – MELTON DESIGN GROUP

Shawn Rohrbacker has worked in the field of landscape architecture for over 20 years and is the firm's lead project manager for large scale restoration projects. Shawn will be the primary contact for the City, keep the project on schedule and lead the team through the document production portion of the project.



OLGA GARZON-LOPEZ, RLA

LANDSCAPE ARCHITECT – MELTON DESIGN GROUP

Olga Garzon-Lopez joined the MDG family in January 2018. Prior to that she had been practicing Landscape Architecture in the Sacramento Valley for over ten years. Her work has focused on private and public projects, including a recent restoration project along Putah Creek near Davis, CA. Her passion for landscape architecture is never-ending and as such she is excited to contribute to Melton Design Group's innovative, environmental and socially responsible approach to landscape design.



PAIGE GIMBAL LEED AP

IRRIGATION CONSULTANT – MELTON DESIGN GROUP

Paige Gimbal has broad and deep knowledge of irrigation and water conservation technologies and promotes innovative water use solutions for long term cost savings. As a LEED-AP irrigation consultant, Ms. Gimbal works easily as part of a multidisciplinary team. Ms. Gimbal's work as an irrigation designer with Irrigation Pump and Electric, Normac, Inc., and Land Architectural firms has gained her expert knowledge of both agricultural and landscape industry standards, design principles, water conservation practices, central control systems, pump stations, reclaimed water systems, solar-powered applications and other emerging alternative irrigation technologies.



BOB SUMMERVILLE

SENIOR PLANNER – MELTON DESIGN GROUP

Bob Summerville has been a public land use planner since 1992 and a member of the American Institute of Certified Planners (AICP) since 1995. While the focus of Bob's planning career has been in current development and parallel environmental review, he has over ten years of experience in long range planning management including General Plan and comprehensive zoning code updates. With his comprehensive experience, Bob provides an effective balance between the priorities of public and private sector development, lending mediation skills to keep projects moving in positive directions for a wide range of clients or applicants.



**JASON WHITE, MS****RESTORATION HYDROLOGIST – ENVIRONMENTAL SCIENCE ASSOCIATES**

Jason White is a Restoration Hydrologist with 10 years of experience specializing in hydrology, fluvial geomorphology, and river restoration. Jason applies his passion for rivers to designing river restoration projects based in natural hydrologic and geomorphic processes. His technical experience includes tasks focused on hydrologic and geomorphic function, salmonid habitat, fish passage, flood conveyance, and riparian ecology on streams in Northern California. As project manager, he has led numerous challenging multi-objective stream restoration projects of various scales and conditions which often balance ecological and societal needs, from initial assessment through final design and construction.

**MELISSA CARTER, PE****MANAGING ASSOCIATE II – ENVIRONMENTAL SCIENCE ASSOCIATES**

Melissa is a registered professional engineer with 17 years of experience in wetland restoration and creation, flood protection, and water resources management. Melissa has significant experience in the preparation and review of planning level engineering reports, construction plans and specifications, permit applications, and as-built plans for a variety of projects. Her technical background includes work in surface and groundwater hydrology, open channel hydraulics, and water supply operations analysis. Melissa has a successful track record of managing of multi-disciplinary teams to develop creative and collaborative solutions to project challenges

**EVE PIER KIELI, MS MLA****WETLAND RESTORATION ECOLOGIST – ENVIRONMENTAL SCIENCE ASSOCIATES**

Eve has more than 20 years of professional experience in ecosystems research, restoration, and management, specializing in riparian and wetland habitats. She works on a wide spectrum of restoration and natural resources management projects, ranging from small, local site investigations to system-wide conservation planning, and coordinating multiple agencies, stakeholders, and multi-consultant teams. Her technical work includes restoration planning and design, ecological analysis, regulatory compliance, invasive species management, construction support, and design and implementation of post construction monitoring and adaptive management programs. Eve has completed multiple tidal, wetland, seasonal wetland, and riparian restoration projects throughout the greater San Francisco Bay Area and California

**MICHAEL COOK****NORTHERN CALIFORNIA REGIONAL DIRECTOR – RIVER PARTNERS**

Mr. Cook has over 15 years of experience in landscape architecture, construction and project management. During his career, he has prepared dozens of plans, reports and specifications for large landscape construction and restoration projects. In his current position as Regional Director, he is responsible for seeking out and bidding on contract work with private companies, organizations, and state and federal agencies. He leads the management of our awarded contracts and projects, including submitting plans, records and reports, and ensures the company stays compliant and up to date with our licenses and certifications. Prior to joining River Partners, Mr. Cook gained extensive project management experience in both the design and implementation of large landscape construction and restoration projects having worked for full service landscape architecture and planning firms, a landscape contracting company, and having owned his own landscape design/build company.



JULIE RENTER

EXECUTIVE VP OF SCIENCE AND DEVELOPMENT – RIVER PARTNERS

Ms. Renter received a MS from the University of Hawaii, Manoa with an emphasis in Natural Resource and Environmental Management. She completed her BS in Forestry at the University of California, Berkeley, and has been a Certified Arborist with the International Society of Arboriculture since 2006. Ms. Renter worked in environmental consulting for four years gaining specialties in wetland delineation and functional assessment, vegetation mapping and classification, mitigation planning and environmental permitting. Ms. Renter joined River Partners in 2008 as a Restoration Ecologist based in the San Joaquin Valley. Since then, she has successfully secured over \$40 million in state and federal grant funding to acquire conservation properties and implement riparian and floodplain habitat restoration. In total, Ms. Renter has worked to conserve over 2,000 acres and has secured funds to restore over 3,000 acres of floodplains along the San Joaquin, Tuolumne, Stanislaus, Merced, and Kern Rivers. Additionally, Ms. Renter has developed and led stakeholder processes supporting the integration of flood control and ecosystem enhancement at the regional level, resulting in the development of several on-the-ground multi-benefit projects as well as the development of the Mid San Joaquin River Regional Flood Management Plan. She is familiar with local government and local agency procedures and regulations.



MICHAEL ROGNER

SENIOR RESTORATION BIOLOGIST – RIVER PARTNERS

Mr. Rogner has over 15 years of experience working with California's flora and fauna. For five years he specialized in avian response to riparian restoration and has also studied birds in numerous habitats including California's blue-oak woodlands, coastal scrub, on Southeast Farallon Island, and in Montana's high desert sage-scrub. Since joining River Partners he has focused on project design and has designed over 3,000 acres of riparian habitat throughout California and Nevada. From 2004 until he came to River Partners in April 2007 he was the Central Valley Project Leader for PRBO Conservation Science. In this role he managed a wide array of projects, most notably the Sacramento River Project and the Clear Creek Restoration Project. These projects focused on songbird response to restoration and gave him a solid background in the vegetative structure needed by California's birds. His work on Southeast Farallon Island encompassed birds, white sharks, pinnipeds and other marine mammals. Mr. Rogner is a Certified Arborist, holds a USFWS Section-7 permit for surveying southwestern willow flycatchers, and is a member of the Wildlife Processing Unit for the State of California's Oil Spill Response Team.

D. EXPERIENCE AND REFERENCES

The experience of the staff at Melton Design Group is focused on Recreation and Restoration. Our creative solutions have helped many cities build unique parks that become icons for their communities and stand out in their memory for years. With experience in the development of public and private waterfront facilities, MDG services include the complete design process of planning through to construction.

Master Planning experience includes park and restoration projects tied to waterfronts. MDG knows how important community development is to the design process and staying focused on the priorities of the program. We're the lead consultant for park improvement projects and have managed teams of sub consultants through CEQA requirements, construction documents, environmental permits, bid services and construction administration. Our experience includes all types of park and recreation facilities from small neighborhood parks to large regional parks and recreation centers.

The following is a select list of our Team's projects experience relevant to the City's RFP. Cut sheets with details per project will follow.

MDG / ESA / River Partners Team Projects

- ⊕ Riverbend Park, Oroville – 210 acres
- ⊕ Verbena Fields, Chico – 20 acres
- ⊕ The Feather River Concept Plan

MDG - WATERFRONT PARKS AND RESTORATION

- ⊕ Butte County Veteran's Memorial Park
- ⊕ Feather River White Water Park
- ⊕ Nature Center Trail, Oroville
- ⊕ Feather River Equestrian Center
- ⊕ Bidwell Park Rifle Range Remediation, Oak Woodland
- ⊕ Carnelian Bay Master Plan

ESA – LOCAL WATERWAY HABITAT ENHANCEMENT

- ⊕ Sonoma County Water Agency
Dry Creek Habitat Enhancement Project
- ⊕ Napa County Flood Control District
Napa River Restoration – Oakville to Oak Knoll Reach
- ⊕ City of Petaluma
Capri Creek Flood Reduction & Habitat Enhancement
- ⊕ East Bay Regional Park District
Bay Point Restoration and Public Access Project

RIVER PARTNERS

- ⊕ Bear River Habitat Restoration
- ⊕ San Joaquin River National Wildlife Refuge
- ⊕ Upper Otay River Habitat Restoration



Verbena Fields

Chico, California

Contact:

Linda Herman
Parks and Natural Resources Manager
City of Chico, CA
(530) 896-7801

Relevant Staff Role and Date of Service:

Greg Melton, Landscape Architect
Shawn Rohrbacker, Project Manager
Paige Gimbal, Irrigation System Design
Michael Cook, Construction Drawings
ESA – Floodplain and Wetland Restoration
Services Rendered 2006 to 2009

Awards:

2009 ASIC National Excellence in Irrigation

Verbena Fields was a 20-acre gravel mine next to Lindo Channel in Chico CA.

MDG served as lead consultant, working with ESA and Michael Cook of River Partners to provide environmental permits and construction documents for the Project.

Primary improvements include the removal of debris from the quarry and a large grading operation to create a floodplain and the expand existing wetlands.

Additional improvements include the removal of invasive plants, trails, a pedestrian bridge, interpretive panels and the restoration of riparian habitat, upland meadows and oak woodlands.



Sonoma County Water Agency

Dry Creek Habitat Enhancement Project

Location
Sonoma County, CA
Schedule
2013 – Present
Reference
David Manning,
Principal
Environmental
Specialist

Sonoma County
Water Agency

404 Aviation
Boulevard, Santa
Rosa, CA 95403
707.547.1988

Key Team Members

- Jason White
- Melissa Carter

Major Work Products

- Restoration
- Permitting
Support
- Engineering
Design
- USACE
Coordination

Sonoma County Water Agency (SCWA) and the U.S. Army Corps of Engineers (USACE) have undertaken a Section 7 Consultation with the National Marine Fisheries Service (NMFS) assessing their ongoing water supply, flood control, and channel maintenance operations in the Russian River Watershed. The resulting Russian River Biological Opinion (RRBO) concluded that these activities are likely to jeopardize recovery of



Central California Coast coho salmon and steelhead trout, and specifically identified the need to improve rearing habitat for these species in Dry Creek, a major stream in the Russian River watershed. The resulting overall project is intended to enhance six miles of rearing habitat in the 13 miles of Dry Creek below Warm Springs Dam to address this need, and make up an important component of a larger effort to improve conditions and promote recovery of listed salmonid species in the Russian River Watershed. A feasibility study and conceptual design report have been completed and construction of Phase I, the first mile of the Project, was completed in 2014. Additional phases of the project have been and continue to be implemented on an annual basis.

Dry Creek was formerly an ephemeral braided stream with a relatively shallow, broad channel and a highly connected floodplain prior to the completion of Warm Springs Dam. The operation of the dam has significantly altered the historic hydrologic and geomorphic processes in Dry Creek. Presently, Dry Creek is used to transport water from Warm Springs Dam to the Russian River where it is extracted for municipal water uses. The perennial release of cold water of high quality makes Dry Creek a highly suitable salmonid stream. However, the municipal demand results in a higher than normal constant base flow with velocities that are too high for juvenile coho to thrive.

ESA is leading a multi-disciplinary consultant team to develop final designs for two miles of Dry Creek to meet the requirements set for by the RRBO. The project sites are located in the Dry Creek Valley on privately owned property between the Warm Springs Dam and the confluence with Russian River. The focus of the design is to create in-channel and off-channel habitat directly targeted at improving summer rearing and winter high flow refuge for coho salmon and steelhead trout. The key design components include grading of secondary channels, alcoves, instream structures to induce and maintain pool-riffle structure, large and small wood structures for habitat, biotechnical stabilization measures, and native revegetation.

ESA has conducted detailed geomorphic assessments, hydraulic modeling (1-D and 2-D), and detailed enhancement design, development of final plans, specifications, and cost estimates, and construction observation to assist the SCWA is creating habitat that links coho and steelhead life stages with the anticipated hydrologic conditions of Dry Creek. ESA's work includes production of design documents and coordination for a number of sites under the Corps CAP 1135 program. The first site was constructed summer 2016, with futures sites to be constructed in 2017, 2018, and beyond.

East Bay Regional Park District

Bay Point Restoration and Public Access Project

Location

Contra Costa
County, CA

Schedule

2016 – Ongoing

Reference

Chris Barton
Senior Planner
East Bay Regional Park
District

Tel: 510.544.2627

cbarton@ebparks.org

Key Team

Members

- Melissa Carter
- Eve Pier Kieli

Major Work

Products

- Restoration and
Public Access
Design
- Regulatory
Permitting



ESA is providing design, permitting, and construction bid services to support restoration and

public access improvements at the District's Bay Point Regional Shoreline. The project site is located along the south shore of Suisun Bay, at the waterfront of the Bay Point community. Most of the site is diked marsh, used by past property owners for sand dredging operations. The site currently supports tidal marsh, open water, marginal quality seasonal wetlands, and upland. A loop trail and staging area, including a parking lot and picnic benches, provide public access to the site.

The project will create and enhance tidal marsh, seasonal wetland and upland grassland habitats. The restoration is expected to benefit a variety of native and special-status species whose populations have declined because of habitat loss or fragmentation. The project will raise the trail to decrease flooding and increase sea-level rise resiliency and improve trail surfacing on the to meet accessibility standards.

Trail enhancements include new lookout areas, interpretive signs, and fencing and upland and transitional habitat buffers to protect sensitive wildlife resources from human disturbance.

ESA is currently developing final design plans and specifications, and also leading the environmental permitting and resource agency outreach. They are facilitating permit approvals from the US Army Corps of Engineers, Regional Water Quality Control Board, San Francisco Bay Conservation and Development Commission, US Fish and Wildlife Service, National Marine Fisheries Service, and California Department of Fish and Wildlife.



820 BROADWAY ST CHICO CA 95928 – 530.899.1616
1930 G ST SACRAMENTO CA 95811 – 916.754.2153
MELTONDG.COM

Napa County Flood Control District

Napa River Restoration – Oakville to Oak Knoll Reach

Reference

Rick Thomasser, Flood Control District O&M Manager
Napa County Flood Control District
richard.thomasser@countyofnapa.org
Tel: (707) 259-8657

Schedule: 2012 - 2019

Location

Napa County, California

Key Team Members

- Jason White
- Eve Pier Kieli

Major Work Products

- River restoration design
- Floodplain restoration & management
- Fish habitat enhancement
- Biotechnical stabilization
- FEMA compliance



Building from their work on the Napa River Restoration - Oakville to Oak Knoll Reach Conceptual Plan (2010), ESA is leading this project to develop multi-objective restoration designs for the 9-mile reach of the Napa River. The project will expand the river corridor to enhance fish and wildlife habitat, reduce bank erosion, enhance flood management, reduce Pierce's disease pressure on vineyards and provide ongoing education about the Napa River and its watershed along the Oakville to Oak Knoll Reach in Napa, California.

In addition to coordinating the project team, ESA is performing detailed geomorphic and hydraulic analyses, site surveys and habitat assessments to define the basis-of-design and develop the restoration design plans, details and specifications. ESA works closely with the project regulatory team (RWQCB, CDFG, USACE and NOAA NMFS) to confirm project goals, and support permitting. In addition, they are leading FEMA compliance in coordination with Napa County.

This project extends one of the most ambitious agricultural landowner-initiated ecosystem restoration projects to date in California. This project's success demonstrates the feasibility of voluntary private-public partnerships to restore the nation's waters within the State of California and beyond.

Through their active collaboration with Napa County and local landowners they identified and negotiated approvals for restoration of roughly 140 acres of vineyard areas to riparian habitat to improve long term sustainability and function of the river corridor. The restoration approach focuses on creating sustainable riparian and upland habitat by re-contouring the landscape and planting early-successional vegetation that will allow it to evolve into mature, riparian forest and upland seasonal wetlands.

To date, approximately half of the project, including approximately 70 acres of vineyards converted to functioning riparian and seasonal wetland habitat, has been implemented, with three additional phases planned over the next few years.



820 BROADWAY ST CHICO CA 95928 – 530.899.1616
1930 G ST SACRAMENTO CA 95811 – 916.754.2153
MELTONDG.COM

Horseshoe Lake Habitat Restoration and Trail System

Contact: Linda Herman
Public Works Administration Manager
City of Chico (530) 896-7801

Melton Design Group developed a Site Master Plan and Landscape Construction Documents for native oak, pine and grassland restoration, including a new parking lot and pedestrian trails. The restoration site was an old rifle range next to Horseshoe Lake in Bidwell Park, Chico CA.



820 BROADWAY ST CHICO CA 95928 – 530.899.1616
1930 G ST SACRAMENTO CA 95811 – 916.754.2153
MELTONDG.COM

Kachituli Oxbow

Sacramento, California

Contact:

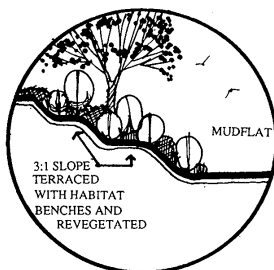
Lighthouse Marina and
Riverbend Development
(916) 372-2628

Relevant Staff Role and Date of Service:

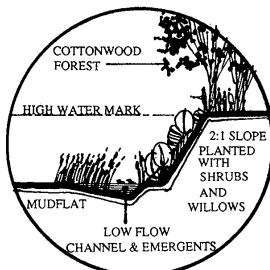
Greg Melton, Landscape Architect
Services Rendered 1990 to 1992

Prior to starting Land Image, Greg Melton was part of the design team at Thaos Environmental Group in Chico. He drafted the Master Plan and Construction Drawings for Kachituli Oxbow, an Off-Site Mitigation Bank for the Lighthouse Marina and Riverbend Development Project.

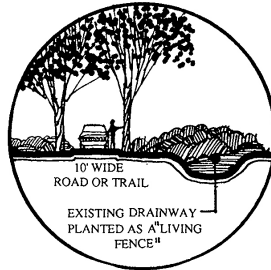
Located next to the Sacramento River in Yolo County, the project was successful in mitigating multiple habitat areas, including wetlands, riparian corridors and oak woodlands.



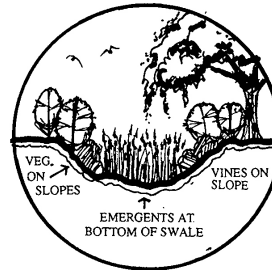
TERRACED HABITAT
BENCHES ON LEE SIDE



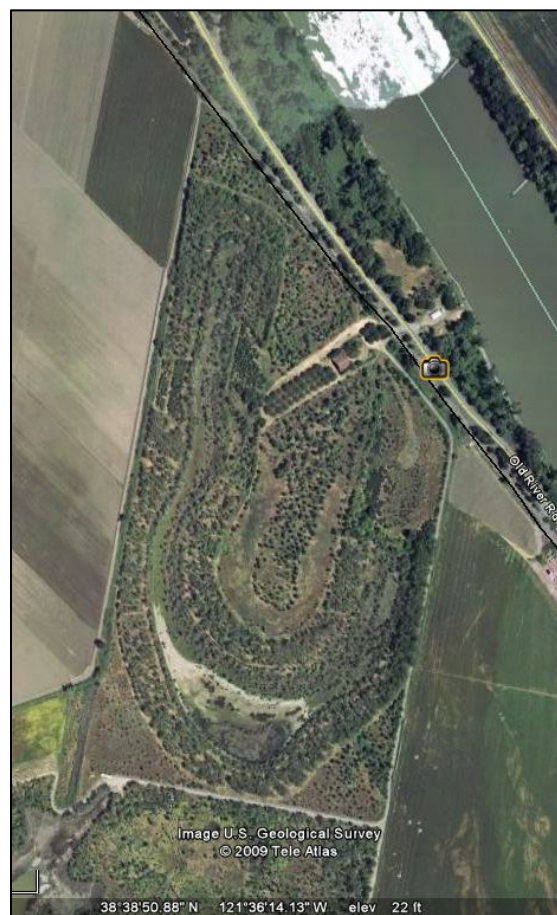
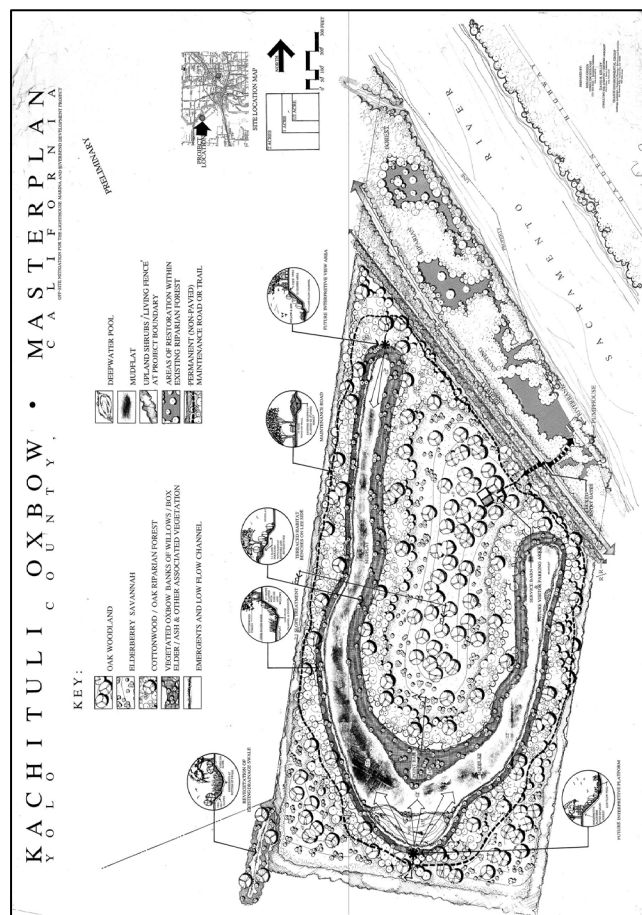
2:1 SLOPE TREATMENT



MAINTENANCE ROAD



REVEGETATION OF
EXISTING DRAINAGE SWALE



South Volonte Park

Anderson, California

Contact:

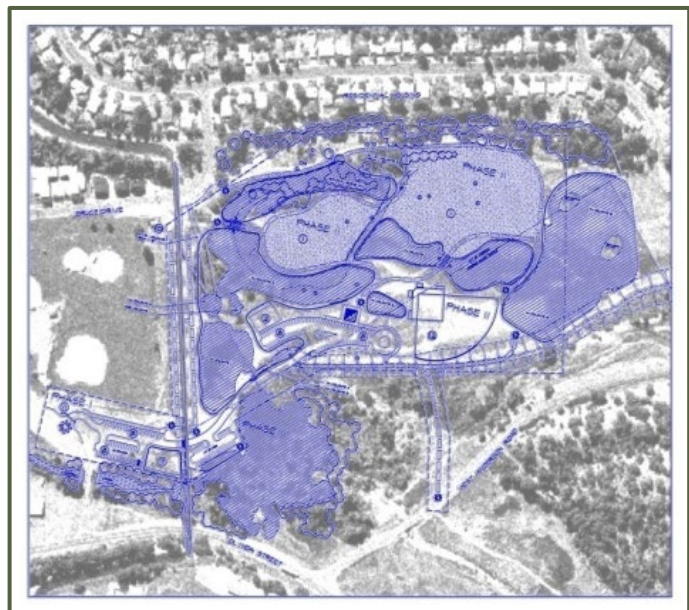
Pam Lewis
Parks and Recreation Department
(530) 378-6656

Relevant Staff Role and Date of Service:

Greg Melton, Landscape Architect
Shawn Rohrbacker, Project Manager
Services Rendered 2001

Greg Melton produced a Site Master Plan and Wetland Inventory Map for improvements to South Volonte Park in Anderson CA. The park covers 33.7 acres next to Anderson Creek and features a historic raised aqueduct.

Site improvements include 8.5 acres of preserved wetlands. Phase 2 pedestrian trails were recently installed with wetland overlooks and interpretive panels.



East Arboretum California
Native Plant Garden and Putah Creek Parkway
Davis, California

CLIENT:

UC Davis and City of Davis

CONTACT:

Emily Griswold – UC Davis
530-754-8038

Anne Brunette – City of Davis
ABrunette@cityofdavis.org

Key Staff:

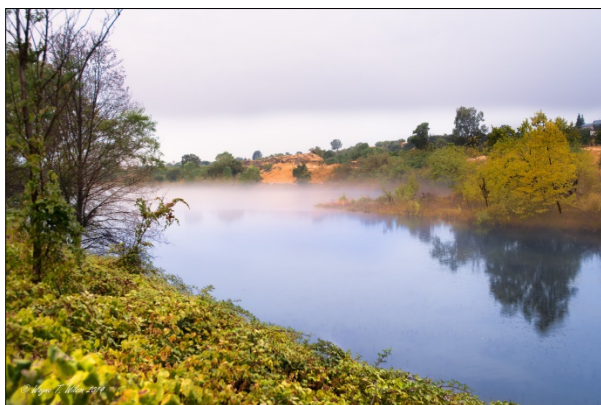
Olga Garzón, PLA

In 2014 prepared improvement plans for a highly-traveled and fragmented section of the UC Davis arboretum and bike parkway adjacent to a remnant channel of Putah Creek (3.5 acres site), to create a safe bike corridor showcasing stormwater management, restoration of wildlife habitat, sustainable landscape, and incorporate art.

Both projects were funded through state grants and required the multi-partnership of private and public agencies. UC Davis and the City of Davis led the efforts for the grant application and management.

Olga assisted with graphics for the conceptual plans and prepared landscape construction documents for both projects, which included hardscape, planting, and irrigation plans, details, and specifications. During construction, Olga also assisted with landscape construction management.





Riverbend Park

Oroville, California

Contact:

Randy Murphy, General Manager
Feather River Recreation and Park District
1875 Feather River Blvd., Oroville, CA
(530) 533-2011

Relevant Staff Roles:

Greg Melton, Landscape Architect
Shawn Rohrbacker, Project Manager
ESA – Environmental Impact Report
River Partners – Invasive Species Removal
Grant

Type of Service:

- 210-acre Park Master Plan
- Phase I through 4 Construction Documents
- State and Federal Permits
- Flood Damage Assessment
- Insurance and FEMA Reports
- Construction Administration

Lead Consultant Services included a Site Master Plan for this 210-acre riverside park in 2003 and has since produced construction documents, managed grant funding, state and federal permitting and performed construction administration for phase one and two of the park that finished spring of 2012.

The two phases cover approximately 36 acres and include a boat launch, group picnic areas, water play area, boulder climbing play structures, a disc golf course, handicap accessible paths along the river and three multi-use sports fields. 2014 services include pro-bono native planting cooperate with the Recreation District and the local Boys and Girls Club.

Local river cobble was incorporated throughout the park in street patterns, walls and structure columns. A river themed design continues in decorative steel rails and shade structure accents. Interpretive play areas and hardscapes inform visitors of native wildlife and historic uses of the site. All landscape outside active turf use areas are designed to promote native plant and habitat restoration.

Phase 3 and 4 services include Flood Damage Assessment and Repair Documents after the Emergency release of the Oroville Dam spillway in February 2017.

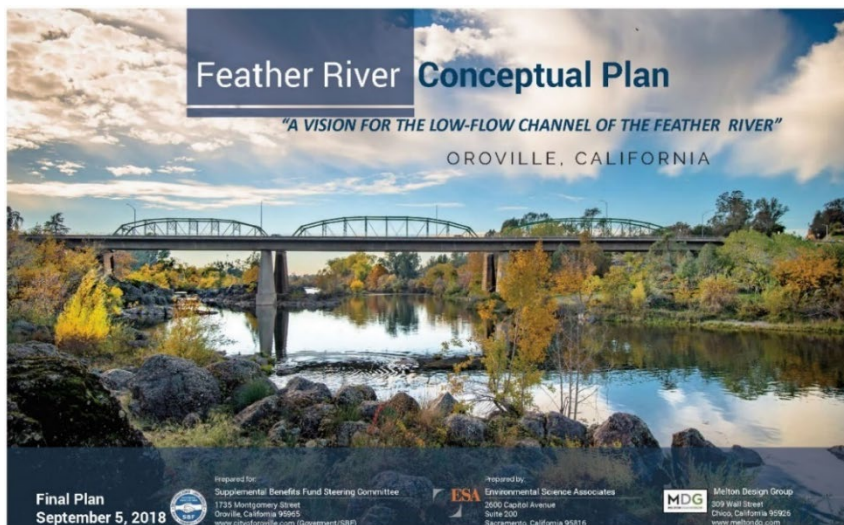
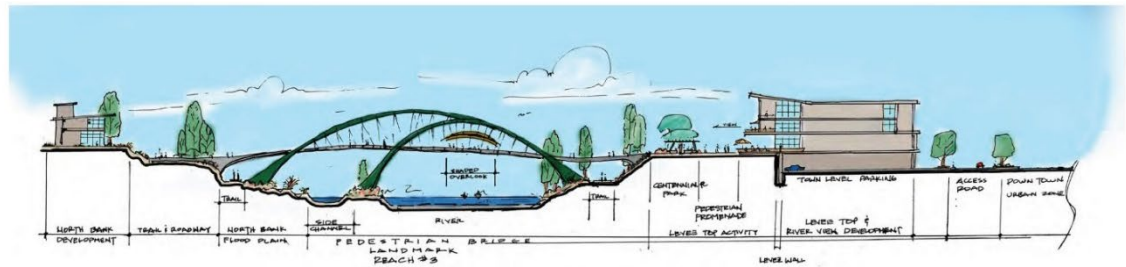


The Feather River Concept Plan Oroville, California

Client Reference: Dave Steindorf, SBF Advisor/American Whitewater Conservation (530) 518-2729
Produced by Environmental Science Associates (ESA) and Melton Design Group (MDG)

The Feather River Conceptual Plan (FRCP; or Plan) was originally envisioned by the Supplemental Benefits Fund (SBF) Steering Committee as a way: to “consolidate” into a single document all the best ideas from existing Oroville plans and includes future river-related projects, that might best improve the quality of life and stimulate economic development in the greater Oroville Region. Many projects might be collaboratively and synergistically implemented in coordination with the Department of Water Resources’ (DWR’s) implementation of the Federal Energy Regulatory Commission (FERC) license-required measures in and along the river. While that vision remains, the Oroville Dam spillways incident occurred in February 2017 as the FRCP was being developed. The associated response, recovery, and restoration as a result of this incident may bring opportunities to more rapidly advance certain long-known projects and new project ideas that have emerged. Moreover, the need for a roadmap of community-supported projects has never been more pronounced. Because of these changing circumstances, this Plan identifies multiple immediate, high-priority projects that the California Department of Water Resources (DWR) and the community can undertake cooperatively that are anticipated to yield lasting benefits for the local community while DWR and the State Water Contractors (SWC) simultaneously complete necessary facility repairs and improvements.

A copy of the Plan can be viewed and downloaded at this link:
<http://www.cityoforoville.org/home/showdocument?id=17971>



820 BROADWAY ST CHICO CA 95928 – 530.899.1616
1930 G ST SACRAMENTO CA 95811 – 916.754.2153
MELTONDG.COM

Big Chico Creek Restoration

Chico, California

Contact:

Streaminders

Roger Cole, Technical Project Manager
(530) 895-0866

Relevant Staff Role and Date of Service:

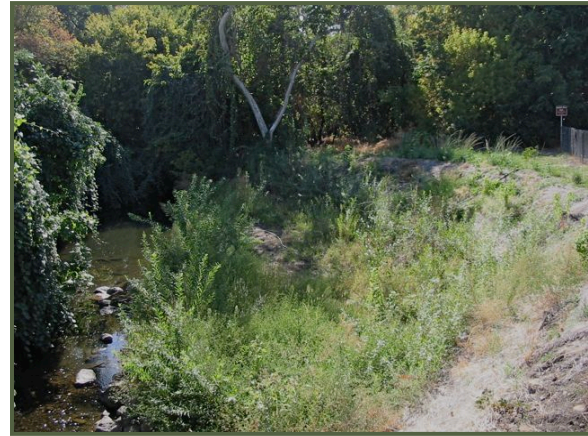
Shawn Rohrbacker, **Project Manager**
Services Rendered 2007 to 2009

MDG coordinated biotechnical and structural engineer consultant services to produce Bid Documents for two phases of creek restoration. Services include direction for grant and CEQA compliance.

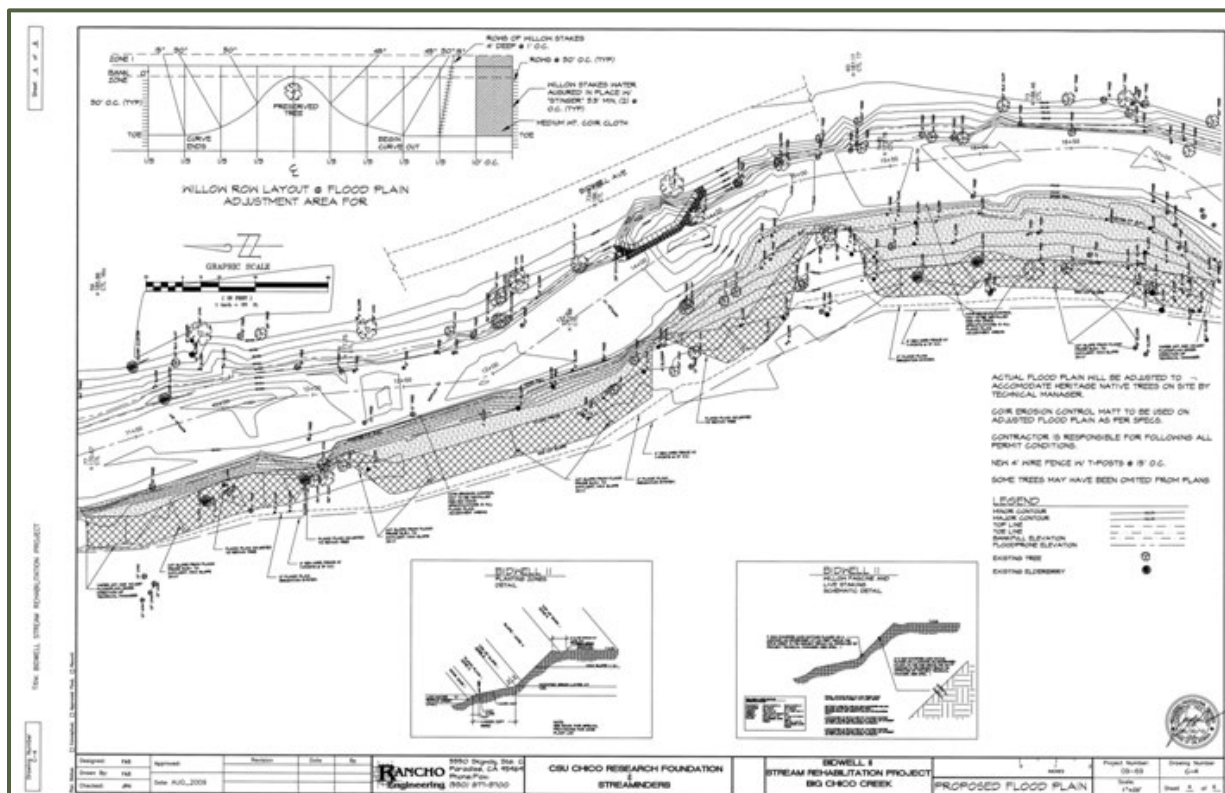
Restoration elements include biotechnical bank stabilization and floodplain enhancement.



New floodplain after construction.



Plant growth after one year.



City of Petaluma

Capri Creek Flood Reduction & Habitat Enhancement

Reference

Tim Moresco,
Associate Civil Engineer
City of Petaluma
tmoresco@
ci.petaluma.ca.us
Tel: (707) 778-4355

Location

Petaluma, CA

Schedule

2015 - 2018

Key Team Members

- Eve Pier Kieli
- Jason White
- Stephanie Bishop

Major Work

Products

- Restoration design
- Flood reduction
- Channel realignment



The City of Petaluma, with the aid of the State Department of Water Resources and Sonoma County Water Agency, enhanced 1,400-lineal feet of Capri Creek within the City-owned Sunrise Parkway in Petaluma. The project design was implemented in the summer of 2017 with additional revegetation work in 2018. The project entailed channel realignment, preservation of existing vegetation assemblages, floodplain grading to reduce flood levels, and enhanced riparian corridor connectivity along an urbanized stream. The project amended poor clay soils and planted more than 1,500 native plants and hydroseeded with native grasses and wildflowers. The project included replacement of approximately 1,000 feet of pedestrian pathway and the design and installation of two nature-based educational kiosks for park visitors.

ESA led the restoration design, which included a stream corridor grading plan, native revegetation, and construction specifications. ESA also lead the environmental permitting and resource agency outreach and obtained all agency permits for the project including a California Department of Fish and Wildlife Streambed Alteration Agreement, Regional Water Quality Control Board Water Quality Certification, and Department of the Army Nationwide Permit for Aquatic Habitat Restoration Enhancement, and Establishment. ESA also monitored the site during construction and revegetation to ensure the plans and specifications were being implemented appropriately.



California Park Chain of Ponds and Trail System

Chico, California

CLIENT:

California Park Home Owners Association

CONTACT:

Hignell and Hignell Property Management
(530) 894-0404

SCOPE OF SERVICES:

Greg Melton has worked with the California Park HOA for the last 20 years in creating a Master Visioning Plan for an Open Space and Trails System that connects residential properties to neighborhood parks, seasonal creeks and Upper Lake.

Lead MDG Project Manager Shawn Rohrbacker has also worked with Greg on the project since the two of them started working together in 1998.

In 2012 additional Melton Design Group staff worked to renovate some of the landscape along the trails and greenway corridor.

Total project services include:

- Greenways Master Plan
- Construction Documents for:
Community Trail System
Neighborhood Parks and Playgrounds
Pedestrian Trail Bridges
Chain of Ponds Water Feature and
Lake Aeration / Fountain System
- Construction Administration



Project Name	Bear River Setback Levee and Habitat Restoration Project
Project Location	Confluence of Bear River (RM 0.5-3.5R) and Feather River (RM 12.5-13.5L) 13 miles south of Marysville, Yuba County, California
Client Name	Three Rivers Levee Improvement Authority
Project Manager:	Michael Rogner, River Partners
Project Description (see RFQ)	From 2006 to the present, River Partners designed, constructed, maintained and monitored the riparian ecosystem restoration components of the Bear River Setback Levee Project as a subcontractor to GEI Consultants and a prime contractor to Three Rivers Levee Improvement Authority (TRLIA). TRLIA modified the levee system in southern Yuba County to address identified deficiencies in the system. Increasing the floodway capacity was achieved through a levee setback on the lower Bear River. The setback levee also provided significant opportunities to enhance the ecological values of the project area through restoration of native habitats. This large project expanded the floodplain of the Bear River by 325 acres by setting back 2.4 miles of the north Bear River Levee and removing 0.8 miles of the eastern Feather River levee; improving surface hydrology and enhancing ecosystem function. By integrating the project's hydraulic design constraints and ecological objectives, River Partners designed and implemented a habitat restoration project that planted more than 120,000 native trees and 250 acres of native grasses while ultimately minimizing long-term O&M of the expanded floodway. Prior to breaking ground, River Partners was contracted by TRLIA to collect and propagate all seed materials needed for the project. During this time, River Partners also designed the irrigation system which included 200 miles of drip tube, all of which was removed and recycled following the three-year plant establishment period. The project was implemented as levee construction was occurring. River Partners coordinated with construction contractors to transplant mature elderberry shrubs without delaying the tight construction windows. Hydraulic and sediment transport analysis of the preliminary project design identified a potential for fish stranding after high flow events. To mitigate this hazard, a 3,000 linear foot floodplain swale was constructed to provide drainage and ample velocity to promote fish escapement. River Partners worked with hydraulic engineers to design and install an herbaceous vegetation community that would preclude woody vegetation establishment and maintain the design flow capacity of the swale. Several archeological sites were identified during project design and construction. River Partners worked with local tribes to restore the areas with minimal ground disturbance. The restored ecosystem now provides habitat for sensitive aquatic species, such as Central Valley Chinook salmon and steelhead. The project also met terrestrial habitat requirements for valley elderberry longhorn beetle (VELB), Swainson's hawk, and many neo-tropical migratory birds including yellow-billed cuckoo and Least Bell's Vireo. By working directly with hydraulic engineers, our team of restoration professionals was able to guide the design of the ecosystem restoration to accomplish multiple objectives under a short timeline. The design was further

	enhanced by River Partners' knowledge of agricultural techniques for habitat restoration that promoted success while minimizing costs. Now 10 years after planting, this project has exceeded expectations in plant survival, vegetative cover, and response from a diverse list of wildlife species.
Delivery Method	Progressive Design-Build (PDB)
Services Provided	Planning, Design, Habitat Restoration, Monitoring, Reporting, Establishment and Maintenance
Awards/Client testimonials, etc.	In 2008, the Bear River Setback Levee and Habitat Restoration Project was unanimously selected as the California Flood Control Project of the Year by the American Society of Civil Engineers.

Project References:

Project Name	Bear River Setback Levee and Habitat Restoration Project
Project Contact's Firm	Three Rivers Levee Improvement Authority (TRLIA)
Name	Mr. Paul Brunner
Title	Executive Director
Phone Number	(530) 749-7841
Email Address	PBrunner@co.yuba.ca.us
Relationship to the Project	Project owner and land manager



Project Name	Hamilton City Combined Ecosystem Restoration & Flood Damage Reduction Project: Phase 1 Revegetation
Project Location	Sacramento River (RM 193-198R) 3 miles southeast of Hamilton City, Glenn County, California
Client Name	-U.S. Army Corps of Engineers, Sacramento District -Reclamation District 2140
Project Manager Name	Mike Cook, River Partners
Project Description (see RFQ)	In 2016, River Partners was awarded a contract by the US Army Corps of Engineers, Sacramento District to participate in a two-phased project that would replace a private levee with a federal set-back levee located near Hamilton City, CA and restore 925 acres of new floodplain created by the levee setback. River Partners completed the restoration installation component of this 925-acre project in Summer 2018. To complete restoration, the site was cleared of old orchard trees, and prepared for planting through the installation of a state-of-the-art irrigation system that optimizes water delivery to each planting location. Multiple habitat types were installed including: shaded riverine aquatic, cottonwood riparian forest, mixed riparian forest, Valley oak riparian forest, Valley oak woodland, Valley oak elderberry savanna, elderberry savanna, Valley needlegrass grassland, and Valley creeping wildrye grassland. River Partners has collaborated with project partners to complete all aspects of this restoration project including: pre-work planning, preparing a Stormwater Pollution Prevention Plan (SWPPP), installing BMPs, native propagule collection, plant propagation, removal of existing orchards, weed control throughout the project site, design and installation of irrigation systems, soil preparation, planting, plant establishment and maintenance, monitoring, and preparation of as-built drawings and reports. To date, River Partners has installed all 194,000 plants required for this restoration and is in the process of completing plant establishment and maintenance requirements, which will continue through December 2020.
Delivery Method	Firm-Fixed-Price (FFP)
Services Provided	Habitat Restoration, Monitoring, Reporting, Establishment and Maintenance
Awards/Client testimonials, etc.	<i>"I am overjoyed that River Partners received the Restoration Award for the Hamilton City Project! River Partners has been a long standing partner for a majority of the time it has taken us to get to this point in the project. RD 2140 is excited for our future to complete the project together."</i> – Lee Ann Grigsby-Puente, President of Reclamation District 2140

Project References:

Project Name	Hamilton City Combined Ecosystem Restoration & Flood Damage Reduction Project: Phase 1 Revegetation
Project Contact's Firm	U.S. Army Corps of Engineers
Name	Mr. Bryon Lake
Title	Senior Project Manager – Civil
Phone Number	(916) 557-7890
Email Address	bryon.l.lake@usace.army.mil
Relationship to the Project	Overall Project Manager

Project Name	Hamilton City Combined Ecosystem Restoration & Flood Damage Reduction Project: Phase 1 Revegetation
Project Contact's Firm	Larsen Wurzel & Associates, inc.
Name	Mr. Eric Nagy
Title	Principal
Phone Number	(916) 665-8222
Email Address	eric@larsenwurzel.com
Relationship to the Project	Consulting Engineer to Reclamation District 2140



Project Name	San Joaquin River National Wildlife Refuge
Project Location	San Joaquin River (RM 77-87L) 18 miles west of Modesto, Stanislaus County, California
Client Name	U.S. Fish and Wildlife Service
Project Manager Name	Julie Rentner, River Partners
Project Description (see RFQ)	In 2002, River Partners received funding from the US Fish and Wildlife Service to restore native riparian vegetation on 511 acres at the San Joaquin River National Wildlife Refuge (SJRNWR). River Partners set up a field office, hired and trained staff, developed a local plant material nursery, and began designing the project. Since then, through collaborative fundraising and planning, the restoration has grown to 2,500 acres of riparian forests and over 600 acres of managed seasonal and permanent floodplain wetlands (the restored area now totals 3,166 acres). Throughout the project, River Partners worked with the California State University Stanislaus' Endangered Species Recovery Program (ESRP) to maximize environmental sensitivity meeting the protection and habitat provision requirements of sensitive terrestrial species known to occur on the SJRNWR including federally threatened riparian brush rabbit (<i>Sylvilagus bachmani riparius</i>) and riparian woodrat (<i>Neotoma fuscipes riparia</i>). Additionally, River Partners worked with avian ecology experts at Point Blue Conservation Science to design for the habitat needs of migratory birds, including special-status species such as Least Bell's Vireo (<i>Vireo bellii pusillus</i>). With the return of flood flows through planned levee breaches as designed by flood safety engineers, anadromous fish will use these fields during spring floods. The USFWS Anadromous Fish Recovery Program (AFRP) provided funding to assist with the determination of the location of the planned levee breaches and how stream flows will move through the Refuge. This is the largest federal Non-Structural Alternative Flood Control project in the western US. Prior to implementation, River Partners' biology staff conducted a comprehensive site assessment to determine the ecological potential of the site for riparian forest restoration. The information was used to design a planting that would be resilient to environmental disturbances, such as flood and fire, while simultaneously providing habitat for wildlife species in the near term and in the long term. The planting design incorporated a diverse assemblage of native riparian species, spatially arranged to maximize the habitat benefit to wildlife. Additionally, various habitat types were included in the plan such as early successional shrub habitats, grass plantings, as well as cottonwood and valley oak riparian forests. These features restore not only the native vegetation to the site, but also mimic the diverse matrix of habitat types that occurred within the historic riparian zone prior to human disturbance. River Partners has perfected the application of precision irrigation and adaptive weed control to create these habitats over vast acreage. Our field staff is expert in the identification of native species as well as low-cost seed

	collection and processing. We have planted using a variety of methods including pole cuttings, live container plants, broadcast and drill seeding. Weed control through targeted herbicide application, mowing, disking and hand treatments have been used as appropriate during the 3-year establishment period for the different phases of restoration. Environmental sensitivity has been of the utmost importance on this project to protect endangered species while optimizing project delivery. Each phase of this restoration has exceeded performance goals related to plant survival, cover, and species composition and structure.
Delivery Method	Progressive Design-Build (PDB)
Awards/Client testimonials, etc.	<i>"River Partners has been the most productive partner for the USFWS Refuge Staff at the San Joaquin River National Wildlife Refuge, delivering the largest contiguous block of riparian habitat restoration in California in a collaborative and ecologically-driven process. They are the Cadillac of habitat restoration."</i> -Kim Forrest, San Luis National Wildlife Refuge Complex Manager

Project References:

Project Name	San Joaquin River National Wildlife Refuge
Project Contact's Firm	U.S. Fish and Wildlife Service
Name	Ms. Kim Forrest
Title	San Luis NWR Complex Manager
Phone Number	(209) 826-3508
Email Address	kim_forrest@fws.gov
Relationship to the Project	Project Leader and Land Manager



Project Name	Upper Otay River Habitat Restoration Project
Project Location	Otay River (RM16.5-17.5) 10 miles east of Chula Vista, San Diego County, California
Client Name	-San Diego Public Utilities District -California Natural Resources Agency
Project Manager Name	Jorge Robles-Romo, River Partners
Project Description (see RFQ)	In 2014, River Partners received funding from two sources: the California Natural Resources Agency's Environmental Enhancement and Mitigation Program, and the California Department of Water Resources' Urban Streams Program to partner with the San Diego Public Utilities District (SDPUD) to restore habitat function and value to approximately 96 acres of lands surrounding Upper Otay Watershed on the Upper Otay River in San Diego County, east of the City of Chula Vista. Lands are owned by SDPUD. Historically, the area around the reservoir was used for dryland farming barley and cattle grazing. In the 1990's, developers built the East Lake subdivision in Chula Vista which had challenging drainage patterns. The result has been a transformation of the area's small stream hydrology from periodic flows during storm events to perennial urban streams runoff. When combined with the completely unnatural hydrology of reservoir operations, the project site posed many challenges for restoration, including identification of planting palette, adaptation of planting design to changing hydrology, and control of invasive weeds in upland and wetland areas. Through this project, River Partners completed restoration in five contiguous urban stream drainages and the Proctor Valley drainage (an undeveloped watershed) containing nearly 6,900 linear feet of streambed. Previously, most of the habitat in the project area was a mixture of thin, non-contiguous riparian strips heavily affected by invasive species transitioning to upland ecosystems also significantly affected by invasive species. The restored habitat types include Coastal Sage Scrub, Riparian, Oak woodland and Cholla Cactus Scrub. Construction was completed with the utmost environmental sensitivity to control erosion and protect drinking water in the reservoir. River Partners removed invasive species at the site and established a healthy riparian and upland ecosystem capable of sustaining itself over time and supporting a wide variety of neo-tropical birds, as well as several threatened and endangered species (including the cactus wren, Quino Checkerspot Butterfly, Least Bell's Vireo, California gnatcatcher, and arroyo toad). The project is designed to reduce erosion in the urban streams and provide source water protection for San Diego's drinking water supply. The Upper Otay Lake Reservoir is located on the eastern edge of the project and is an important source of drinking water for the local community. Erosion control materials were used to reduce undesirable stormwater drainage into the project site and the reservoir. The project was implemented over a four-year period starting in mid-2014. River Partners was responsible for developing the restoration plan, managing field operations, project monitoring and reporting. The native trees,

	understory and grasses that are established by this project are adapted to the local ecosystem and will not require significant maintenance after project completion. The restored native vegetation will be competitive against invasive species.
Delivery Method	Progressive Design Build (PDB)
Services Provided	Planning, Design, Habitat Restoration, Monitoring, Reporting, Establishment and Maintenance
Awards/Client testimonials, etc.	<i>"This project presents a unique opportunity to enhance riparian habitat, which has been negatively influenced by a combination of wildfires, urban run-off, erosion, and the introduction of invasive species. I believe that our rivers and streams provide value to our community and as a healthy riparian ecosystem, this waterway will become more accessible to underserved constituents in my district."</i> – Congressman Juan Vargas, California District 51

Project References:

Project Name	Upper Otay River Habitat Restoration Project
Project Contact's Firm	CA Department of Water Resources
Name	Heather Benko
Title	Senior Environmental Scientist
Phone Number	(916) 651-0183
Email Address	Heather.Benko@water.ca.gov
Relationship to the Project	Funding Agency (partial funding)



D.1 REFERENCES

The following are select references for projects of a similar scope of work as proposed in the City of Ukiah, Riverside Park Regeneration Project. Please see the Related Project Experience section of this RFP for additional references.

Reference: **City of Oroville, Supplemental Benefit Fund (SBF)** P.O. Box 3420, Chico CA 95927
Dave Steindorf, SBF Advisor/American Whitewater Conservation
(530) 518-2729 dave@americanwhitewater.org

Projects: Feather River Conceptual Plan, Oroville Waterfront Feasibility Study
MDG Joint Ventured with ESA to Co-Produce the Riverfront Concept Plan. The focus of the project was to identify key projects and designs along the river to connect the downtown of Oroville with the Feather River.

Reference: **Feather River Park & Rec. District** 1875 Feather River Blvd, Oroville CA 95965
Randy Murphy, General Manager
Office: (530) 533-2011 randy@frrpd.com

Projects: Feather River Recreation and Park District Consolidated Master Plan
Riverbend Regional Park – “Catch the Dream”
FRRPD Master Plan Update

Reference: **City of Clearlake** 14050 Olympic Drive, Clearlake CA 95422
Doug Herron, Director of Public Works / Greg Folsom, City Manager
(707) 994-8201 x102 dherron@clearlake.ca.us

Projects: Austin Park, Highland Park, On-Call Grant Writing Services Successful HCP 2018 Grant for Austin Park! In progress on full construction drawings for Highland Park, working with Civil road projects and City Staff to completely renovate this waterfront park. This will be one of only a few locations where the public can get to the water, fish, swim, get married or listen to concert.

Reference: **City of Chico ~ Community Development Department** P.O. Box 3420, Chico CA 95927
Brendon Vieg, Deputy Director
(530) 879-6806 brendon.vieg@chico.ca.gov

Projects: Bidwell Park – Restoration, City Plaza – Lead design through construction, Chico Skate Park Design Guidelines

Reference: **Chico Area Recreation District, Chico CA** 545 Vallombrosa Ave., Chico CA 95928
Ann Willman, General Manager – Parks and Recreation Master Plan Update
(530) 895-4711 annw@chicorec.com

Projects: On Call Services, DeGarmo Park, Wildwood Park, CARD Rose Garden and Event Facility, Valley’s Edge Community Park

Reference: **City of Ukiah** 300 Seminary Avenue, Ukiah CA 95482
Tami Bartolomei, Community Services Administrator
(707) 467-5765 tbartolomei@cityofukiah.com

Projects: Vinewood Park Improvements – MDG is currently working with the city conceptualizing and providing construction drawings for the renovation of this park.



820 BROADWAY ST CHICO CA 95928 – 530.899.1616
1930 G ST SACRAMENTO CA 95811 – 916.754.2153
MELTONDG.COM

E. FEE PROPOSAL

See attached separate sealed envelope.

F. SCHEDULE

Task 1 – Project Initiation and Site Analysis

- 1.1 Kick off Meeting
- 1.2 Topographic Survey Adequacy Review
- 1.3 Base Map
- 1.4 Site Analysis
- 1.5 Utility Notifications and Applications

December 2018
Early January 2019
depending on time it
takes City to complete
contract.

Task 2 – Design Development and Final Master Plan

- 2.1 Basis of Design Plan
- 2.2 Preliminary Master Plan
- 2.3 Preliminary Cost Estimate
- 2.4 Stakeholder Meeting #1
- 2.5 Master Plan Refinement
- 2.6 Stakeholder Meeting #2
- 2.7 Final Master Plan and Council Approval

January to March 2019

Task 3 – Construction Documents

- 3.1 Construction Drawings and Specifications
- 3.2 Permit Applications
- 3.3 Cost Estimates
- 3.4 Contract Documents
- 3.5 Submittal Process and Final Construction Documents

April to
September 2019
Pending extent of
permits required.
401, 404 and 1600
permits could take 6
to 8 months, possibly
longer if agencies are
busy.

Task 4 – Bid Administration

- 4.1 Respond to Bidder questions
- 4.2 Pre-Bid Meeting
- 4.3 Addenda
- 4.4 Bid Review and Evaluation

Fall to Winter 2019
Depending on the
permits required and
timeline for agency
review.

Task 5 – Construction Administration

Additional Service not included in proposal. Services are available upon request. Construction is estimated to take 4 months to complete

Spring 2020
4 months to build.

G. EXCEPTIONS

Melton Design Group, Inc. has no exceptions to the City's insurance requirements and/or the City's draft professional services agreement as show in the attachments.

PURCHASING DEPARTMENT
411 West Clay Street, Ukiah CA 95482
(707) 463-6233
mhorger@cityofukiah.com



RFP – LANDSCAPE ARCHITECT SERVICES – RIVERSIDE PARK REGENERATION PROJECT

Addendum No. 1

November 15, 2018

The following is Addendum No. 1 to the Request for Proposal – Landscape Architect Services – Riverside Park Regeneration Project.

IF YOU SUBMIT A PROPOSAL, ACKNOWLEDGMENT OF THIS ADDENDUM MUST BE SHOWN ON THIS ADDENDUM. IN ADDITION, THIS SIGNED ACKNOWLEDGMENT MUST BE SUBMITTED WITH YOUR PROPOSAL, OR IT MAY BE DEEMED AS NON-RESPONSIVE.

This Addendum is hereby made part of the Contract Documents to the same extent as though it were originally included therein.

I. The following are questions asked, and their corresponding responses:

Q1: What is the budget allocation for design and permits? Is there a project budget developed with top level cost identified such as administration; background studies; design; CEQA; permits; construction?

A1: The project budget for technical consultants, planning, design and permitting is \$178,000.

Q2: Has there been any hydrologic/hydraulic modeling performed to establish the feasibility of the wetland/aquatic features? If so, is the report available? If not will the consultant perform this as part of the baseline studies?

A2: There has not been a hydrologic/hydraulic modeling performed. This should be included in your proposal.

Q3: Is there a site survey with topography that was prepared by an engineering/survey firm?

A3: There was a site survey performed, and topographical information available, from a previous project performed at the site. Please find attached plan sheets DM2.01, LC2.01, LC3.02, LC3.03, LC3.04, LC4.01, and LC4.02.

Q4: Confirm that the consultant will prepare permit applications. Will the consultant also prepare other wetland delineation; biological resource assessment; other biological surveys as needed.

A4: Consultant will be asked to prepare and submit all permit applications as needed. Any permit application fees will be paid directly by the City.

Q5: Has CEQA been performed for the project? Will the consultant provide this service?

A5: The site received a categorical exemption, Section 15333, Class D, Small Habitat Restoration Project, recorded in 2016.

Q6: Has there been a Phase 1 evaluation on the site to identify potential health hazards?

A6: There was a Phase 1 evaluation conducted in 1999. It concluded that because of the property's former uses as a wastewater treatment plant, trap shooting facility and pistol range, as well as unofficial land fill activities, it is suggested to limit testing unless regulatory agencies require more definitive information prior to on-site construction activities.

Q7: Have soils been tested for contaminants? Are there concerns that the soil might be contaminated? Does the City have experience with the requirements for soil testing, soil remediation, and the costs of this if there were to be contaminants?

A7: See answer to Q6.

Q8: Is there a preference for a local consultant?

A8: No, there is not a local preference established for professional services. Selection will be based on the criteria set forth in the RFP document.

Q9: Will relocation of the City's storm drain outfall require licensed civil engineer?

A9: If it is a structural storm drain owned by the City, the City Public Works staff will take care of civil engineer work requirements separately.

Q10: Where any geotechnical studies performed? Does the City anticipate requiring geotechnical engineer?

A10: See answer to Q6.

Q11: Has anyone tested the soils to determine what is needed to restore soils? Has the soil restoration program been developed yet?

A11: See answer to Q6.

Q12: Are there any know historic resources? Do we have to need to prepare a cultural resources report?

A12: No, there aren't any known historic resources.

II. The following are clarifications:

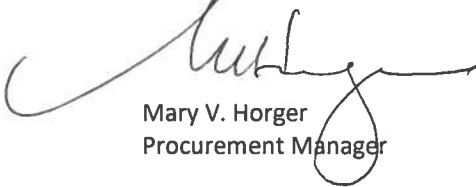
1. The California Corps as well as the Native Plant Society will be required to be utilized to do some planting and removal of exotic species.
2. The project side is not a designated wetland.

III. The following are specific changes to the RFP:

1. Section 3.0 Scope of Work, 7th bullet point is modified as follows: ~~"Evaluate the incorporation of the nearby Recycled Water System (purple pipe).~~ *Utilize the nearby installed Recycled Water System for irrigation purposes."*
2. Section 3.0 Scope of Work, add the following 8th bullet point: *"Animal access to pond will be a design consideration, as well as prevention of any human swimming activities."*
3. Section 3.0 Scope of Work, add the following 9th bullet point: *"Develop a Stormwater Pollution Prevention Plan. (SWPPP)" and submit to the State Water Resources Control Board through the SMARTs system.*
4. Section 3.0 Scope of Work, add the following 10th bullet point: *"Perform a hydraulic analysis of the river reach to model current and post restoration flooding of the park, and properties upstream, downstream, and across the river from the site."*

5. Section 3.0 Scope of Work, Item B.4. is modified as follows: "Include mechanical, electrical, structural and building code requirements (including seismic and safety codes) *if applicable.*"
6. Section 3.0 Scope of Work, Item B.4. is modified to include the following: "*Plan for and participate in up to two (2) 2-hour stakeholder evening meetings.*"
7. Section 3.0 Scope of Work, Item D is modified to include the following: The consultant will also apply for on the City's behalf, and the City will pay the fees directly, the following permits: Water Board 401, Army Corps 404, and the Department of Fish & Wildlife 1600.
8. Section 6.0 Contact Person, the following sentence has been added: "*The City reserves the right to not respond to inquiries or questions submitted within 3 business days of the proposal due date.*"
9. Section 8.0 Insurance Requirements: The attachment was incorrectly referenced, and not included with the original RFP release. *The insurance requirements are now included as Attachment 6.*
10. Additional Attachment 7 – "Urban Rivers Evaluation Criteria" has been included for additional information.

All other terms and conditions remain in full force and effect.



Mary V. Horger
Procurement Manager

ACKNOWLEDGMENT

I hereby acknowledge that I have received this Addendum No. 1 and have reviewed and considered it before submitting my proposal.

Signed:  _____

Date: November 27, 2018

Company Name: Melton Design Group, Inc.



EDMUND G. BROWN JR., Governor
JOHN LAIRD, Secretary for Natural Resources

January 26, 2018

Sage Sangiacomo, City Manager
 City of Ukiah
 1281 E. Gobbi Street
 Ukiah, CA 95482

CALIFORNIA URBAN RIVERS GRANT PROGRAM— RIVERSIDE FLOODPLAIN REGENERATION PROJECT

Dear Ms. Sangiacomo

Congratulations on receiving California Urban Rivers Grant funding. Enclosed are four (4) copies of Grant Agreement number UR0408-0 in an amount not to exceed \$1,113,700 for the Riverside Floodplain Regeneration Project. Please sign and date all four copies of the Grant Agreement (Agreement) cover sheet, and return the Agreements to the Natural Resources Agency as soon as possible for further processing. We also request that you complete and return the enclosed Payee Data Form with the signed Agreements.

As soon as the Agreement is fully executed and the funds are encumbered, we will forward a copy of the Agreement for your records.

Please refer to <http://resources.ca.gov/grants/project-administration-forms/> for forms and reference documents associated with this grant. The Payment Package Instructions/Checklist outlines the forms and back up documentation needed to request payment from Agency. The MOUGA, along with the legal description of the real property, must be completed and recorded with the County Recorder prior to the release of final funds.

Should you have any questions, please do not hesitate to contact Brad Juarros at (916) 651-7584 or via email brad.juarros@resources.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Julie Alvis'.

Julie Alvis
 Deputy Assistant Secretary
 Bonds and Grants

Enclosures

1416 Ninth Street, Suite 1311, Sacramento, CA 95814 Ph. 916.653.5656 Fax 916.653.8102 <http://resources.ca.gov>

Baldwin Hills Conservancy • California Coastal Commission • California Coastal Conservancy • California Conservation Corps • California Tahoe Conservancy
 Coachella Valley Mountains Conservancy • Colorado River Board of California • Delta Protection Commission • Delta Stewardship Council • Department of Boating & Waterways • Department of Conservation
 Department of Fish & Game • Department of Forestry & Fire Protection • Department of Parks & Recreation • Department of Resources Recycling and Recovery • Department of Water Resources
 Energy Resources, Conservation & Development Commission • Native American Heritage Commission • Sacramento-San Joaquin Delta Conservancy • San Diego River Conservancy
 San Francisco Bay Conservation & Development Commission • San Gabriel & Lower Los Angeles Rivers & Mountains Conservancy • San Joaquin River Conservancy
 Santa Monica Mountains Conservancy • Sierra Nevada Conservancy • State Lands Commission • Wildlife Conservation Board



State of California
Natural Resources Agency – GRANT AGREEMENT

GRANTEE NAME: City of Ukiah

PROJECT TITLE: Riverside Floodplain Regeneration Project

AUTHORITY: The Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Prop 1)

PROGRAM: California Urban Rivers Grant Program

AGREEMENT NUMBER: UR0408-0

TERM OF LAND TENURE: 25 Years from date of project completion as evidenced by Project Certification Form

PROJECT PERFORMANCE PERIOD IS: 01/01/2018 to 12/31/2021

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope described in Exhibit A, and any subsequent amendments, and the State of California, acting through the Natural Resources Agency pursuant to The Water Quality, Supply, and Infrastructure Improvement Act of 2014, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION:

See project description on page 1 and Exhibit A of the Agreement

Total State Grant not to exceed \$1,113,700.00 (or project costs, whichever is less)

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

CITY OF UKIAH

STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY

By <u></u> Sage Sangiacomo Title City Manager Date <u>3/12/18</u>	By _____ Julie Alvis Title Deputy Assistant Secretary Date _____
--	--

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING		AGREEMENT NUMBER		FUND	
\$1,113,700.00		UR0408-0		6083 - The Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Prop 1)	
ADJ. INCREASING ENCUMBRANCE		APPROPRIATION			
\$		0540-6083-003-2017-101		PROGRAM 10	
ADJ. DECREASING ENCUMBRANCE		FUNCTION			
\$		Local Assistance			
UNENCUMBERED BALANCE		LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FISCAL YEAR
\$		0540-6083-003-2017-101	14	2017	17/18
T.B.A. NO.	B.R. NO.	INDEX	OBJ. EXPEND	PCA	PROJECT NUMBER
		0540	751	31004	UR0408

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance

SIGNATURE OF ACCOUNTING OFFICER _____

DATE _____

Agreement No. UR0408-0

GRANT AGREEMENT
State of California - The Natural Resources Agency

Grantee Name: City of Ukiah

Project Title: Riverside Floodplain Regeneration Project

Agreement Number: UR0408-0

Authority: Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1)

Program: California Urban Rivers Grant Program

PROJECT DESCRIPTION

The Riverside Floodplain Regeneration Project will restore a multi-benefit floodplain. The project includes grading out a large remnant pit and berm areas to create a wide, multi-level system of wet meadows, floodplain wetlands, and spring pools. The project will repair existing trails impacted by the grading, and clear debris and berms that currently reduce sight lines in the park and impede complete public access to the park. These improvements will allow the public better usage of the park trails along with planned bird walks and nature education.

A detailed Project Scope and activities, project schedule and Project Budget are described and attached hereto as Exhibit A.

Grant Funds are to be used in accordance with the provisions contained in the California Urban Rivers Grant Program and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. Recipients of Grant Funds shall post signs acknowledging the source of the funds pursuant to the California Urban Rivers Grant Program Grant Guidelines and Application (Application Guidelines). Size, location and number of signs shall be determined by the State. Required signage must be in place before Grant Funds for construction will be released.
2. Upon completion of detailed Project design, plans and specifications, Grantee shall provide to the State for review and approval a revised detailed Project Budget, Project Scope and detailed site plan. If Project includes habitat restoration or landscaping, Grantee shall provide a planting palette demonstrating how native, low-water, drought-resistant vegetation will be used in the Project. Approval of said plans is a condition precedent to the State's obligation to make any construction funding available pursuant to this Agreement. The approval by the State of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope of work as described in Exhibit A and shall not relieve Grantee of the obligation to construct and maintain the facilities, or carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.

Agreement No. UR0408-0

3. The Grantee may be required to record Deed Restrictions, incorporating by reference this Grant Agreement and giving public notice that the Grantee received Funds under this Agreement in order to assist Grantee in developing the real property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Agreement.
4. Grantee has agreed to use labor provided in part by either the California Conservation Corps (CCC) and/or the California Association of Local Conservation Corps (CALCC). If use of these services is deemed no longer feasible or practical by mutual consent between the corps and grantee, a new corps consultation form shall be provided to the State releasing the Grantee of its obligation.

Further, as conditions precedent to the State's obligation to release final payment pursuant to this Agreement, Grantee shall provide to the State evidence of services performed by the applicable corps.

General Provisions

A. Definitions

1. The term "Act" means Proposition 1: Water Quality, Supply, and Infrastructure Improvement Act of 2014.
2. The term "Agreement" means this Grant Agreement.
3. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the Natural Resources Agency prior to award.
4. The term "Application Guidelines" means the California Urban Rivers Grant Program Grant Guidelines and Application.
5. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.
6. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).
7. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
8. The term "Grantee" means an applicant who has a signed agreement for Grant Funds.
9. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.
10. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the Urban Rivers project beyond the Grant Funds provided by this Agreement.
11. The term "Payment Request Form" means Form RA212.

12. The term "Project" means the Development activity described in the application as modified by Exhibit A to be accomplished with Grant Funds.
13. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.
14. The term "Project Scope" means the description or activity for work to be accomplished by the Urban Rivers Project.
15. The term "Public Agency" means any State of California department or agency, a county, city, public district or public agency formed under California law.
16. The term "State" means the Secretary for Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.
2. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
3. Grantee shall complete the Project in accordance with the Project Performance Period set forth on the signature page, unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **May 1, 2022**.
4. Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant Funds will not be disbursed before the close of the period for legal challenge under CEQA.

Grant Funds for planning and document preparation may be available sooner if included in the grant Project Scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date, unless an extension is granted by the State.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the Urban Rivers Grant Program and is consistent with the intent cited in the original Application.

If a grantee's project is disapproved on grounds related to the Resource Agency's CEQA determination, the grantee shall have the option of either: (1) reimbursing the Resource Agency for all State-reimbursed preliminary costs (e.g., planning, design, etc.), or (2) relinquishing any planning/design documents, including all copies, reproductions, and variations resulting from said funding, without a license to use or otherwise retain in any form.

Agreement No. UR0408-0

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.
6. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that, prior to commencement of construction, all applicable permits and licenses (e.g., state contractor's license) will have been obtained.
7. Grantee shall provide access by the State upon 24 hours notice to determine if Project work is in accordance with the approved Project Scope, including a final inspection upon Project completion.
8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the Project must also comply with all current laws and regulations, including but not limited to CEQA.
9. Grantee must have (1) fee title, (2) leasehold, or (3) other interest to Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land. Any acquisition of Project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.
10. Grantee shall promptly provide photographs of the site during and after implementation of Project at the request of the State.

C. Project Costs

1. Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
 - a. Approved direct management costs or construction and Development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project.
 - b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.
2. Payment Documentation:
 - a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the Project Budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.
 - b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete,

Agreement No. UR0408-0

inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.

3. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.
4. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the Project Budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the Grant Funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly submit written Project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final payment request and required closing documents.
2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.
3. Grantee shall use any income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.
4. Grantee shall submit all documentation for Project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of Project completion, but in no event any later than **May 1, 2022**.
5. Final payment is contingent upon State verification that Project is consistent with Project Scope as described in Exhibit A, together with any State approved amendments.
6. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
7. Grantee must report to the State all sources of other funds for the Project.

E. Project Termination

1. Prior to the completion of Project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by Grantee which affects performance of this or any other grant agreement or contract entered into with the State.

2. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
3. If the Grantee fails to complete the Project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.
4. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the acquisition of land for urban rivers or the restoration, protection and development of urban rivers for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project, including Development, construction, operation or maintenance of the property described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or

employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

1. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.
2. Grantee shall maintain, operate and use the Project in fulfillment of the purpose funded pursuant to this Grant for a minimum of **TWENTY FIVE (25) YEARS**, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.
3. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
4. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.
5. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.
6. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

I. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. The completed Project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.
2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Urban Rivers Projects are subject to audit by the State annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the Grant Funds were granted.

**EXHIBIT A
STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT**

**California Urban Rivers Grant Program
The Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Prop 1)**

Grantee Name: City of Ukiah

Project Title: Riverside Floodplain Regeneration Project

Agreement Number: UR0408-0

Project Location: 1281 E Gobbi Street, Ukiah, CA 95482

Project Scope:

The Riverside Floodplain Regeneration Project will restore a multi-benefit floodplain. The project includes grading out a large remnant pit and berm areas to create a wide, multi-level system of wet meadows, floodplain wetlands, and spring pools. The project will repair existing trails impacted by the grading, and clear debris and berms that currently reduce sight lines in the park and impede complete public access to the park. These improvements will allow the public better usage of the park trails along with planned bird walks and nature education.

The grant project includes the removal of approximately 2500 cubic yards of debris (asphalt and concrete), clearing Himalayan blackberry, planting approximately 66 trees, 165 shrubs and site appropriate grasses and forbs.

Project Schedule:

Activity Description	Timeline
CEQA	Completed September 2016
Preliminary work on the project	January - May 2018
Submit final site design/plans/specifications to State*	January – February 2019
Mobilization, begin debris removal, clearing/grubbing, grading and invasive removal	May - September 2019
Conduct Planting and Seeding	Fall - 2019
Plant Establishment and Adaptive Management	March -September 2020
Record MOUGA and Submit Project Closeout package with final Payment Request to State	December 2020

*A plant palette for all plants within the footprint of the project must be submitted with final designs and reflect appropriate plantings for the area, with consideration given to carbon sequestration and plant origin (native/non-invasive). Trees, regardless of the funding source, may not exceed 15 gallons in initial planting size.

All projects must comply with the Model Water Efficient Landscape Ordinance (MWELO) or the local agency landscape water ordinance (if as strict or stricter) and use low water, drought tolerant plantings.

Cost Estimate: See Exhibit A-1

CITY OF UKIAH - COST ESTIMATE						
California Urban Rivers Grant Program -The Water Quality, Supply & Infrastructure Improvement Act of 2014						
Riverside Floodplain Regeneration Project						
Project Element	Total Project Cost	Urban Rivers Grant	Menocino County	PG&E	City of Ukiah	Volunteer
1. Non-Construction Costs						
Direct Project Management & Administration						
Staff time for Direct Project Administration: CS Admin	\$57,200	\$0	\$0	\$0	\$57,200	\$0
Planning, Design & Permitting	\$0	\$0	\$0	\$0	\$0	\$0
Staff time for Design & Permitting	\$19,800	\$0	\$0	\$0	\$19,800	\$0
Technical Consultants: Planning, Design & Permitting	\$178,000	\$178,000	\$0	\$0	\$0	\$0
Community Development Director	\$2,400	\$0	\$0	\$0	\$2,400	\$0
Permit Costs	\$10,000	\$0	\$0	\$0	\$10,000	\$0
Subtotal Task 1	\$287,400	\$178,000	\$0	\$0	\$89,400	\$0
2. Construction						
Debris Removal of both asphalt and concret						
Clearing and Grub	\$112,500	\$112,500	\$0	\$0	\$0	\$0
Rough Grading	\$110,100	\$110,100	\$0	\$0	\$0	\$0
Relocate Stormdrain Outlets	\$24,000	\$24,000	\$0	\$0	\$0	\$0
Soil Preparation & Fine Grading	\$91,750	\$91,750	\$0	\$0	\$0	\$0
Trail Repair	\$15,000	\$15,000	\$0	\$0	\$0	\$0
Irrigation Improvements	\$60,000	\$60,000	\$0	\$0	\$0	\$0
Plant Purchase for Volunteer Planting	\$30,000	\$30,000	\$0	\$0	\$0	\$0
Seeding/Hydroseeding	\$81,750	\$81,750	\$0	\$0	\$0	\$0
Installed Construction-California Conservation Corps Tree Planting	\$20,000	\$0	\$0	\$20,000	\$0	\$0
Installed Construction-California Conservation Corps Shrub/Forb Planting	\$10,000	\$0	\$10,000	\$0	\$0	\$0
California Conservation Corps Hand Watering and Plant Establishment	\$30,000	\$30,000	\$0	\$0	\$0	\$0
Wetland & Bio-Infiltration Planting & Weeding	\$22,000	\$0	\$0	\$0	\$0	\$22,000
Oak Grassland Area Construction Planting & Weeding	\$22,000	\$0	\$0	\$0	\$0	\$22,000
Prop 1 Bond Acknowledgement Signage	\$1,000	\$1,000	\$0	\$0	\$0	\$0
Staff Time for Construction Admin	\$17,500	\$0	\$0	\$0	\$17,500	\$0
Technical Consultants: Construction Oversight	\$100,620	\$53,500	\$0	\$0	\$47,120	\$0
Subtotal Task 2	\$964,220	\$825,600	\$10,000	\$20,000	\$64,820	\$44,000
3. Contingency						
Contingency	\$110,100	\$110,100	\$0	\$0	\$0	\$0
Subtotal Task 3	\$110,100	\$110,100	\$0	\$0	\$0	\$0
Grand Totals	\$1,341,720	\$1,113,700	\$10,000	\$20,000	\$154,020	\$44,000
Project management costs to be reimbursed incrementally in conjunction with payment requests for completed benchmarks/deliverables.						
Direct project related costs with detailed time information required for in-house services.						

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)
STD. 204 (Rev. 6-2003)

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.		
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) City of Ukiah SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) E-MAIL ADDRESS MAILING ADDRESS 300 Seminary Avenue CITY, STATE, ZIP CODE Ukiah, California, 95482 BUSINESS ADDRESS 300 Seminary Avenue CITY, STATE, ZIP CODE Ukiah, California, 95482		
3	PAYEE ENTITY TYPE CHECK ONE BOX ONLY ☐ PARTNERSHIP ☐ ESTATE OR TRUST ☐ INDIVIDUAL OR SOLE PROPRIETOR CORPORATION: ☐ MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) ☐ LEGAL (e.g., attorney services) ☐ EXEMPT (nonprofit) ☐ ALL OTHERS ☐ ENTER SOCIAL SECURITY NUMBER: 		NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
4	☒ California resident - Qualified to do business in California or maintains a permanent place of business in California. ☐ California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. ☐ No services performed in California. ☐ Copy of Franchise Tax Board waiver of State withholding attached. (SSN required by authority of California Revenue and Tax Code Section 18546)		
5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below. AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) Sage Sangicommo SIGNATURE TITLE City of Ukiah DATE 3-23-18 TELEPHONE () - () - ()		
6	Please return completed form to: Department/Office: _____ Unit/Section: _____ Mailing Address: _____ City/State/Zip: _____ Telephone: () - () - () Fax: () - () - () E-mail Address: _____		

PAYEE DATA RECORD

STD 204 (Rev. 6-2003) (REVERSE)

1	<u>Requirement to Complete Payee Data Record, STD. 204</u> A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies. Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.								
2	Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.								
3	Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a). The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).								
4	<u>Are you a California resident or nonresident?</u> A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California. A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident. For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident. Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year. For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov						
For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov						
5	Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.								
6	This section must be completed by the State agency requesting the STD. 204.								
	<u>Privacy Statement</u> Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business. All questions should be referred to the requesting State agency listed on the bottom front of this form.								



AGENDA SUMMARY REPORT

SUBJECT: Receive Updates on City Council Committee and Ad Hoc Assignments and if necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad hoc(s).

DEPARTMENT: City Council

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - 2019 City Council Special Assignments & Ad Hocs](#)

Summary: City Council members will provide reports and updates on their committee and ad hoc assignments. If necessary, the Council may consider modifications

Background: City Council members are assigned to a number of committees and ad hoc activities. These assignments are included as Attachment #1.

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.

RECOMMENDED ACTION: Receive report(s). 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

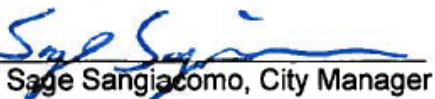
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mayor Mulheren

Approved:


Sage Sangiacomo, City Manager

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) Liaison	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	Orozco 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

UPDATED 1-17-19