



City Council Regular Meeting

AGENDA

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

April 3, 2019 - 5:15 PM

Attachment to Agenda Item 12c, updated 4-1-19

5:15 BUDGET WORKSHOP

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 Human Resources/Risk Management and Police.

[Attachment 1 - HR-Risk Management](#)

[Attachment 2 - Police](#)

Police Department Annual Report Presentation and Review.

Recommended Action: Receive report and provide staff with direction.

[Attachment 1 - 2018 Annual Report](#)

1 ROLL CALL

2 PLEDGE OF ALLEGIANCE

3 PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

4 PETITIONS AND COMMUNICATIONS

5 APPROVAL OF MINUTES

5.a. [Approval of the March 20, 2019, Budget Workshop and Regular Meeting Minutes](#)

Recommended Action: Approve the Minutes of March 20, 2019, Budget Workshop and Regular Meeting, as submitted.

[Attachment 1 - March 20, 2019, Draft Minutes](#)

6 RIGHT TO APPEAL DECISION

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

7 CONSENT CALENDAR

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

- 7.a. [Report to City Council Regarding Contract for Professional Services with North Bay Professional Officials for Adult Basketball Referees.](#)
Recommended Action: Receive Report
[Attachment 1 - 2019 NBPO Contract](#)
- 7.b. [Renew and Continue Resolution 2019-09 for a Proclamation of a Local Emergency Related to the 2019 Winter Storm Event.](#)
Recommended Action: Approve the renewal and continuation of the Local Emergency Resolution No. 2019-09 declaring a local emergency related to the 2019 winter storm event.
[Attachment 1 - Local Emergency City of Ukiah](#)
[Attachment 2 - Resolution 2019-08](#)
[Attachment 3 - Resolution 2019-09](#)
[Attachment 4 - RESOLUTION Renewal and Continuing of a Proclamation RV](#)
- 7.c. [Approve Contract Amendment with Ukiah Waste Solutions for Biosolids Removal at the Wastewater Treatment Plant.](#)
Recommended Action: Approve contract amendment with Ukiah Waste Solutions for Biosolids Removal at the Wastewater Treatment Plant.
[Attachment 1 - Biosolid Removal Contract](#)
[Attachment 2 - Amendment 1](#)
[Attachment 3 - Amendment 2 - Draft](#)
- 7.d. [Award Bid for a TV Inspection Van Body from Subsite, LLC in the Amount of \\$177,850.00, and the Purchase of a New Ford E450 Cutaway Cab and Chassis from Redwood Ford in the amount of \\$33,144.28](#)
Recommended Action: Award bid for a TV Inspection Van Body from Subsite, LLC in the Amount of \$177,850.00, and the purchase of a new Ford E450 Cutaway Cab and Chassis from Redwood Ford in the amount of \$33,144.28
[Attachment 1 - Vehicle & Heavy Equip Request & Justification Form- CAMERA TRUCK](#)
[Attachment 2 - HGACBuy worksheet](#)
[Attachment 3 -RFB-Specs E36746](#)
[Attachment 4 -Bid Tab E36746-Cab & Chassis for Cameral truck](#)
- 7.e. [Adoption of Ordinance Amending Ukiah City Code Section 5127 to Increase the Time for City Council Review of a Local Emergency Declaration from 14 to 45 Days.](#)
Recommended Action: Adopt Ordinance amending Ukiah City Code Section 5127 to increase the time for City Council review of a local emergency declaration from 14 to 45 days.

Attachment 1 - Ordinance amending Section 5127

- 7.f. [Approval and Authorization for the City Manager to Negotiate and Execute Amendment 1 to the Agreement with FileTrail - a File Management System, Adding an Organizational Module for Records Retention.](#)

Recommended Action: Approve and authorize the City Manager to negotiate and execute amendment 1 to the agreement with Filetrail, adding an organizational module for records retention.

[Attachment 1 - FileTrail Contract](#)

[Attachment 2 - FileTrail Amendment 1](#)

- 7.g. [Notification to City Council of Contract No. 1819-192 with Gregg Simpson Trucking to Relocate Electrical Infrastructure on Hospital Drive and Perkins Street for the Electric Utility Department in the Amount of \\$28,104.00. \(EUD\).](#)

Recommended Action: Receive report on Contract No. 1819-192 with Gregg Simpson Trucking, in the amount of \$28,104.

[Attachment 1 - Bid Tabulation Perkins_Hospital Dr.](#)

[Attachment 2-Specifications Perkins_Hospital Dr.](#)

- 7.h. [Consideration of Awarding Bid to CAL INC for the Demolition and Removal of Two \(2\) Dilapidated Buildings, One \(1\) at 506 Park Boulevard and One \(1\) at 1970 West Standley Street in the Amount of \\$36,777.36, and Approval of Corresponding Budget Amendment.](#)

Recommended Action: Award the bid for demolition and removal of two (2) buildings to CAL INC in the amount of \$36,777.36, and approve corresponding budget amendment.

[Attachment 1 - Request for Bid](#)

[Attachment 2 - CAL INC Bid](#)

- 7.i. [Receive Report on the Approval of a Professional Services Agreement with Northern Circle Indian Housing Authority.](#)

Recommended Action: Receive Report on the Approval of a Professional Services Agreement with Northern Circle Indian Housing Authority.

[Attachment 1 - NCIHA Professional Service Agreement](#)

8 AUDIENCE COMMENTS ON NON-AGENDA ITEMS

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

9 COUNCIL REPORTS

10 CITY MANAGER/CITY CLERK REPORTS

11 PUBLIC HEARINGS (6:15 PM)

12 UNFINISHED BUSINESS

- 12.a. Receive Presentation from the Complete Count Committee, and Approve Resolution in Support of the Census 2020 to Help Ensure a Complete, Fair, and Accurate Count of All Californians, Including the Residents of the City of Ukiah.
Recommended Action: Receive Presentation and Approve resolution in support of the Census 2020 to help ensure a complete, fair, and accurate count of all Californians, including the residents of the City of Ukiah.
Attachment 1 - Resolution Support Census 2020
Attachment 2 - Complete Count Committee
- 12.b. Authorization for the City Manager to Negotiate and Execute the Agreement for the Acquisition of Approximately 2.4 Acres of Property Located at 210 East Gobbi Street (APNs 003-040-077, -078, and -079) for the Development of a Mixed-Use Project in an Amount not to Exceed \$1.5 Million Plus Closing Costs; Authorize City Manager to Negotiate and Execute the Exclusive Negotiating Agreement for the Development of Said Project with Danco Communities.
Recommended Action: Authorize the City Manager to negotiate and execute the agreement for the acquisition of approximately 2.4 acres located on East Gobbi Street at Village Circle, utilizing Ukiah Housing Trust Fund monies, in an amount not to exceed \$1.5 million plus closing costs; also, authorize City Manager to negotiate and execute an Exclusive Negotiating Agreement with Danco Communities for the development of a mixed-use project to include commercial and market-rate or a combination of market-rate and affordable (low-income) residential units.
Attachment 1 - Purchase Agreement - 210 East Gobbi St Ukiah ID 340432
Attachment 2 ENA CityofUkiah Danco Communities
- 12.c. Adoption of Resolution to Adopt Aesthetic Guidelines for Wireless Telecommunication Facilities in the City of Ukiah.
Recommended Action: Adopt a Resolution of the City Council of the City of Ukiah adopting aesthetic guidelines for wireless telecommunications facilities in the City of Ukiah.
Attachment 1 - Resolution and Aesthetic Guidelines for Development of Wireless Communication Facilities (updated 4-1-19)

13 NEW BUSINESS

- 13.a. 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 Hocs

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: 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 - HR-Risk Management](#)

[Attachment 2 - Police](#)

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, March and April.

Discussion: Departments presenting at this meeting are Human Resources (Attachment #1) and Police

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 Human Resources/Risk Management and Police.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

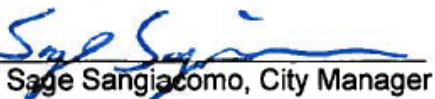
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: City Manager's Office

Approved:


Sage Sangiacomo, City Manager

(Attachment #2). Pages are numbered for each attachment.

City of Ukiah
Activity Summary

Fiscal Year 2018-19

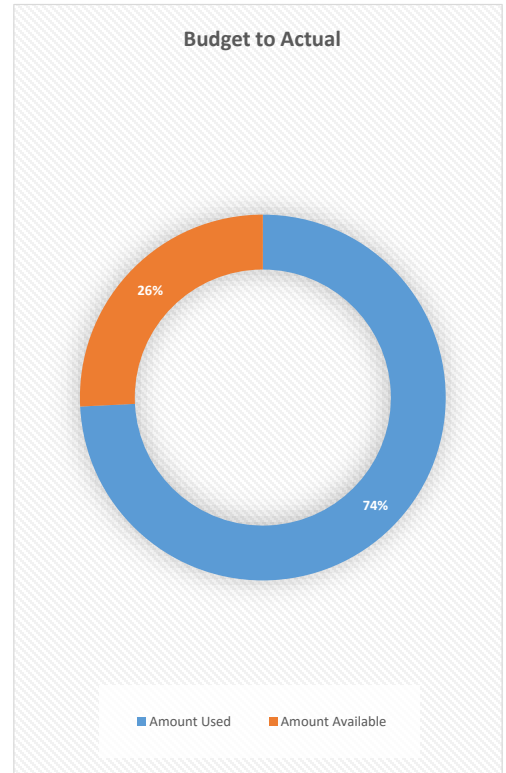


Name	Number	Number of FTEs (department-wide)
Department HUMAN RESOURCES/RISK MANAGEMENT	16	2.50

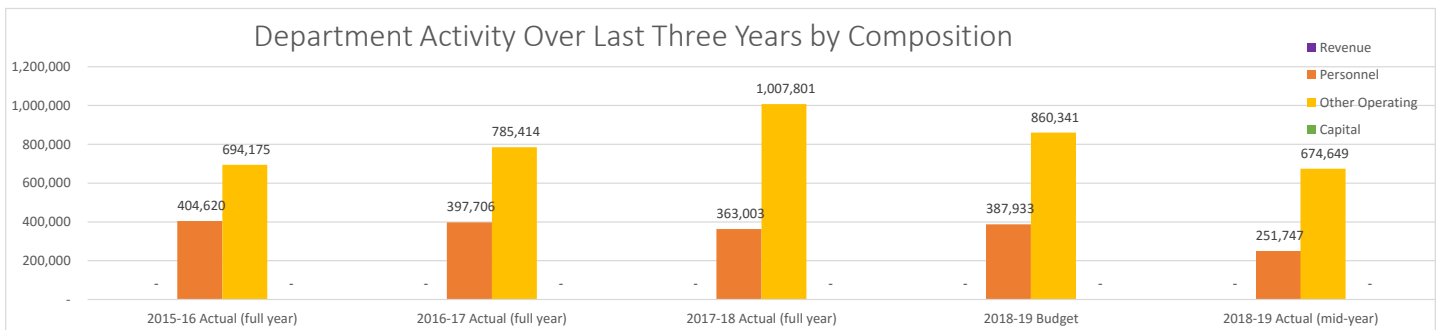
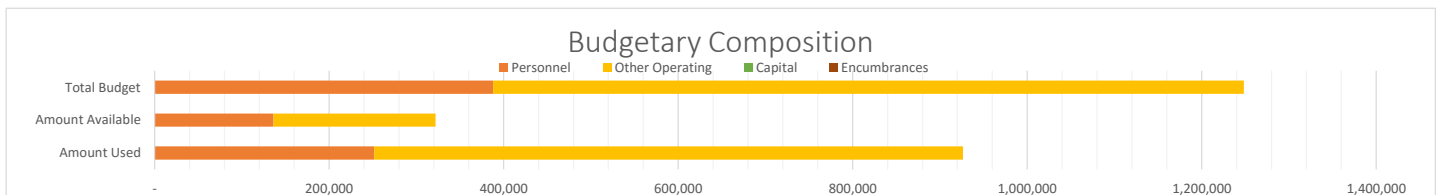
Description

The Human Resources/Risk Management Department administers two divisions. The Human Resources Division provides a full range of services and support to departments within the City, including recruitment and selection, employee onboarding, training, performance management, and labor relations. The Risk Management Division is responsible for protecting the City's resources by working proactively to limit liability exposures and providing cost effective risk management programs. This City is a member of the Redwood Empire Municipal Insurance Fund (REMIF) – a self-insured pooled employee health benefit and liability program.

Budget Summary



Activity Trends



Notes

- 1
- 2
- 3

City of Ukiah
Activity Summary



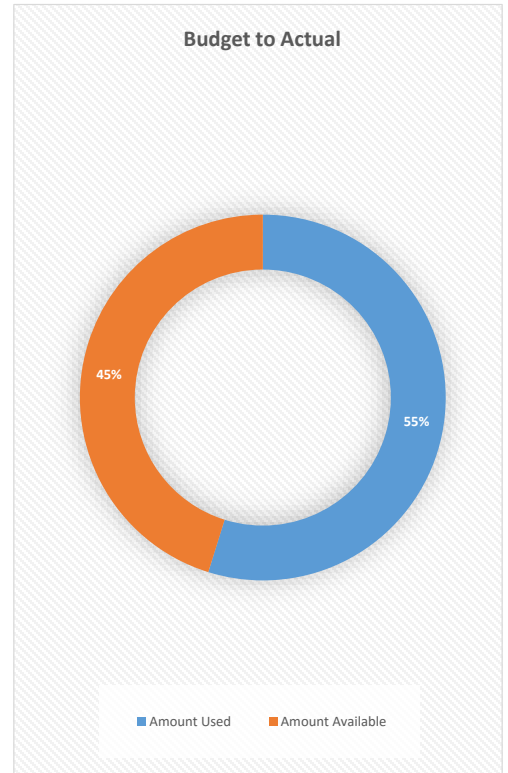
Fiscal Year 2018-19

	Name	Number	Number of FTEs (department-wide)
Department	HUMAN RESOURCES/RISK MANAGEMENT	16	2.50
Division	HUMAN RESOURCES	161	
Section	HUMAN RESOURCES	1610	

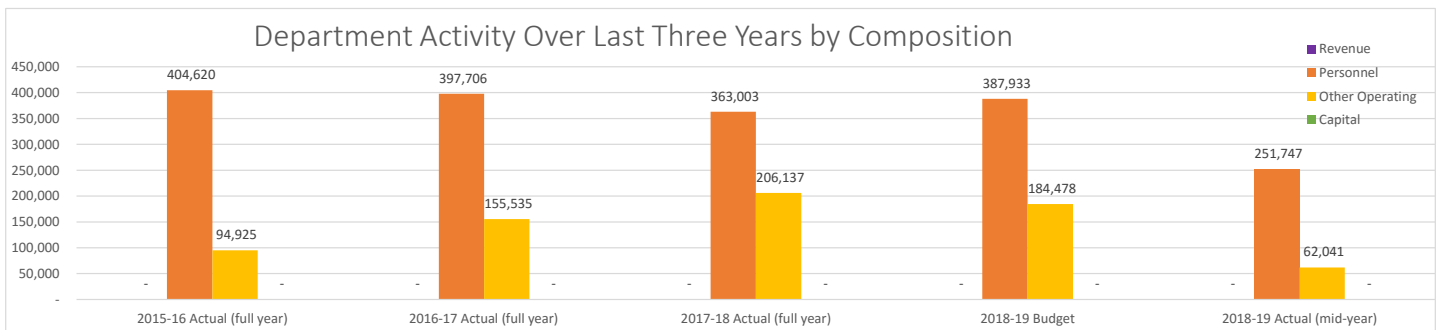
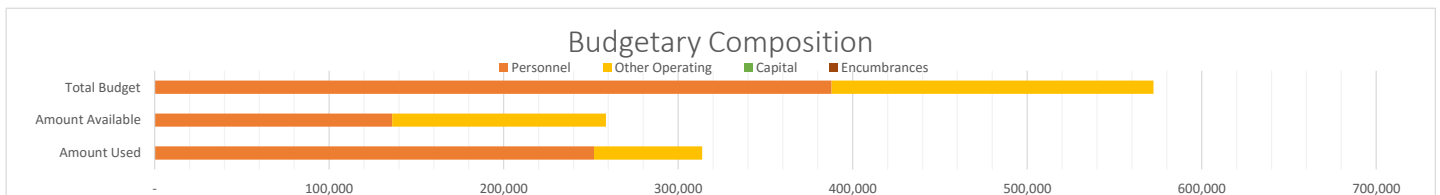
Description

The Human Resources Division provides a full range of services and support to departments within the City, including all aspects of recruitment and staffing, employee onboarding, records management, training, classification and compensation, policy development, performance management, and employee and labor relations. The Division also ensures compliance with federal, state, and local employment laws and manages the City's self-insured benefit programs.

Budget Summary



Activity Trends



Notes

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City of Ukiah
Activity Summary

Fiscal Year 2018-19

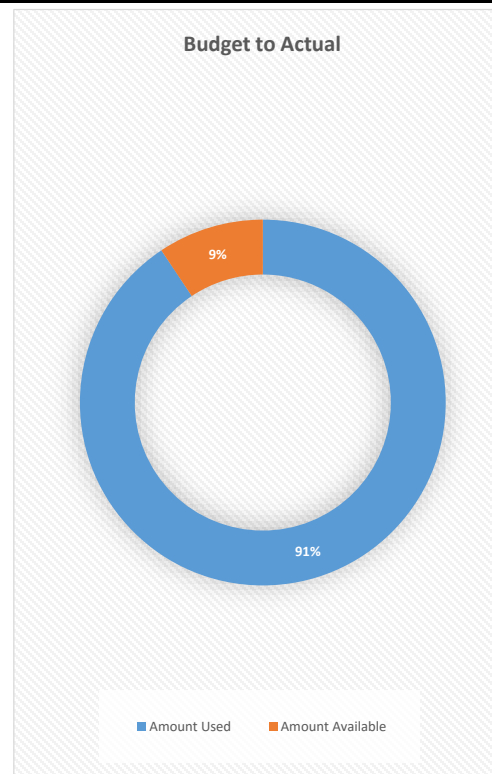


	Name	Number	Number of FTEs (department-wide)
Department	HUMAN RESOURCES/RISK MANAGEMENT	16	0.00
Division	RISK MANAGEMENT	162	
Section	RISK MANAGEMENT	1620	

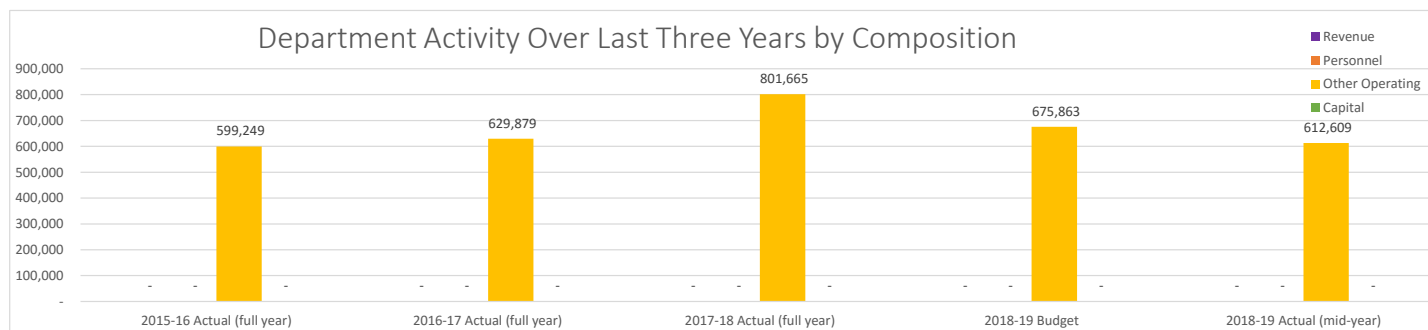
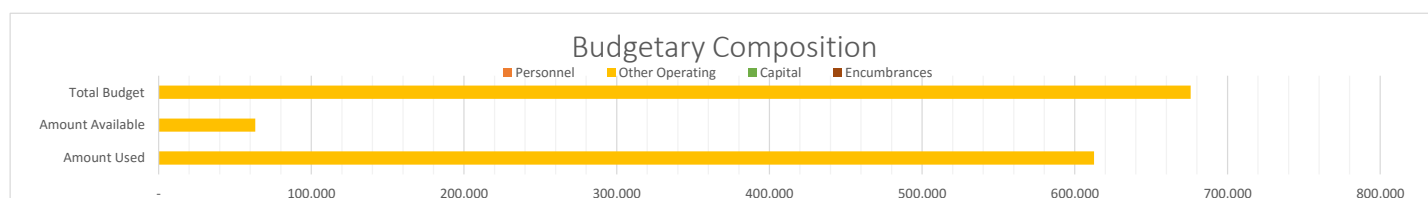
Description

The Risk Management Division works with various departments to review activities of the City's wide variety of services and develops and maintains programs to minimize the City's exposure to risk: This division contains loss through proper risk management and control; provides a safe and healthy work environment for City employees; and promotes safety in the services provided to City residents by employees. The division also administers the various insurance and risk control programs for employees such as employee safety, OSHA and worker's compensation, and as the City liability and property insurance programs.

Budget Summary



Activity Trends



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Fiscal Year 2019-20
Human Resources and Risk Management

	Number	Number of FTEs (department-wide)
Department	16	
Section	1610 – Human Resources	
Section	1620 – Risk Management	

Accomplishments From Fiscal Year 2018-19

	Stated Objectives	Status	Department/Division Comments:
1	Continue development of Human Resources/Risk Management Staff.	In Progress	
2	Continue implementation of Munis Electronic Timekeeping & Attendance Module.	Deferred	New personnel are in the process of being fully trained in payroll. This project is deferred until the Payroll Division is ready to move forward.
3	Implementation of Munis Online Recruitment Module.	Deferred	Labor negotiations were a priority for this fiscal year. This item will be undertaken next year.
4	Work with City Manager's office to negotiate 7 new Labor contracts.	Completed	Successfully negotiated and implemented three year agreements with all labor groups.
5			

Future Objectives Fiscal Year 2019-20

Near-term		Department/Division Comments:
1	Continue development of Human Resources/Risk Management Staff.	
2	Implementation of a comprehensive online training management system – TargetSolutions.	
3	Develop a comprehensive New Employee Orientation and Annual Employee Training Plan.	
4	Implementation of Munis Online Recruitment Module.	
5	Evaluate staffing resources and delegation of responsibilities in an effort to provide a higher level support in both HR and Risk Management Divisions.	

Intermediate-term		Department/Division Comments:
1	Work on recruitment and retention strategies.	
2	Expand the Citywide safety program to reduce workers compensation costs, enhance compliance with workplace safety, and improve overall health and wellness.	
3	Review, update, and implement new employee performance evaluation forms.	
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Long-term		Department/Division Comments:
1	Analyze, review, and implement technologies to enhance workflow and service delivery.	
2	Review and update Personnel Rules & Regulations for compliance with State and Federal Regulations, as needed.	
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City of Ukiah
Activity Summary

Fiscal Year 2018-19



Name	Number	Number of FTEs (department-wide)
Department POLICE	20	53.00

Description

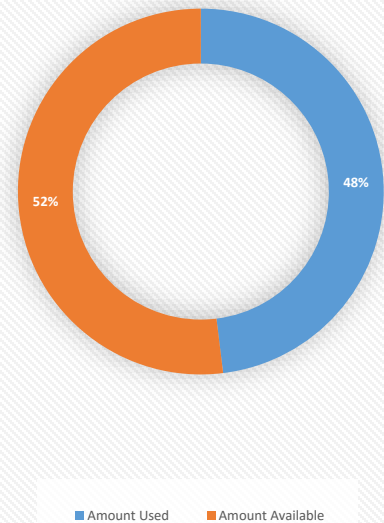
Keeping Ukiah safe is our primary mission. Our officers work hard to reduce violent crimes and property crimes, and to improve the quality of life within our neighborhoods.

With issues as broad and complex as community safety, we want to stay focused on the areas that will have the biggest impact, and to do that we developed a long-term strategic plan called Measuring What Matters Most. This plan clearly defines five goals for the effective delivery of police service, identifying the performance measures that affect both safety and quality of life in Ukiah.

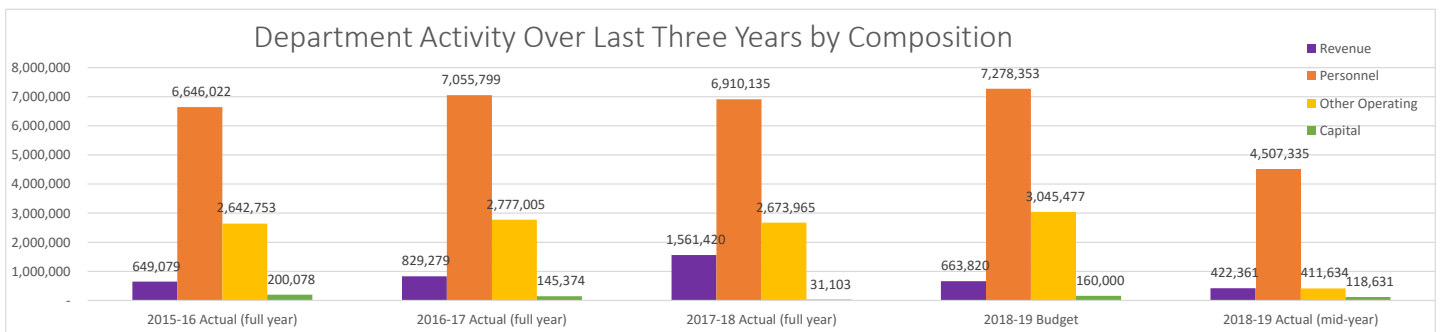
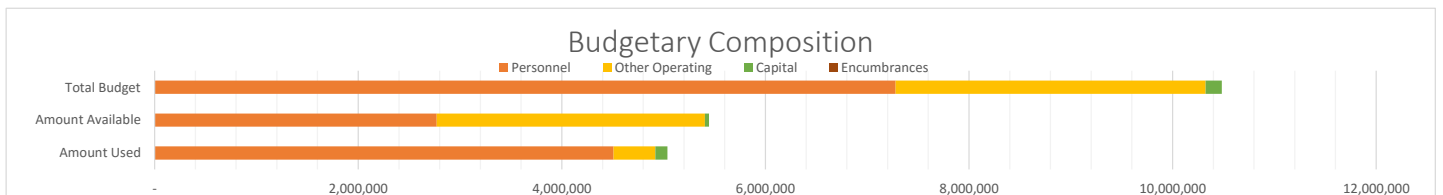
This presentation includes police patrol and public safety dispatch.

Budget Summary

Budget to Actual



Activity Trends



Notes

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Fiscal Year 2019-20
Police Operations and Dispatch

	Number	Number of FTEs (department-wide)
Department	20	
Section	2021 - Police	
Section	2023 - Dispatch	

Accomplishments From Fiscal Year 2018-19

	Stated Objectives	Status	Department/Division Comments:
1	Continue to recruit and retain police officers.	In-Progress	Of 51 applicants processed in 2018, 3 remain in process, 21 applicants did not attend the written testing, and 22 failed testing otherwise. The Department hired 5 officers, one of whom resigned very shortly thereafter, and 5 officers separated from the Department in this year.
2	Continue homeless related activities and county-wide study (including shopping cart and dumpster revisions).	In-Progress	The City has adopted the concepts of the Marbut Report and the Department participates in a committee to analyze and implement recommendations most relevant to the City. The Department retrieved over 2000 shopping carts City-wide, and continues to monitor related violations. Efforts are underway to improve and expand networking with supportive services. Calls for service related to homelessness in 2018 increased 25% from 2017.
3	Continue traffic enforcement efforts.	In-Progress	In 2018 reported traffic accidents were reduced 6% from 2017, while DUI arrests increased 42%.
4	Finish deployment of officer body cameras, replacement of officer Tasers and continue public park and other areas camera project.	Completed/ In-Progress	Tasers and body-cameras were fully deployed in 2018, while public and other area camera projects are continuing.
5	Start hiring process for additional officer authorized through the Community Re-Entry Facility Grant.	In-Progress	While this position is now funded it remains unfilled due to staffing. The Department continues to work at meeting the priorities of the grant with existing staff.

Future Objectives Fiscal Year 2019-20

Near-term		Department/Division Comments:
2	Implement Records management Software Upgrade.	Legislation has mandated law enforcement to transition to an incident based crime reporting platform by 2021, with additional reporting mandates to follow. The current Records Management System is over 20 years old and has never been upgraded and does not meet these legislative requirements. The upgrade will allow for legislative compliance, and also for field-based reporting while improving data entry capabilities. Additionally, the upgraded platform will allow for expansion to accommodate future data reporting mandates.
3	Finish car-camera deployment and continue public cameras program.	Training and analysis of an initial car-camera platform is being conducted, and once completed staff intends to research funding and purchasing options to equip the remaining patrol fleet with hardware. Research into public camera programs was delayed temporarily, and staff intends to resume efforts in this area within the fiscal year.
4	Continue evaluating strategies to address homeless.	The Department continues to collaborate with supportive services and charitable organizations to better address the vulnerable homeless population, while continuing appropriate enforcement and clean-up efforts. Staff is analyzing methods to better network with these organizations to improve communication and better penetrate street-level homelessness.
5	Continue traffic enforcement efforts.	The Department continues to emphasize traffic enforcement and educational activities. Staff is currently evaluating existing and needed equipment, such as portable speed measurement devices, which are dated and failing.

Intermediate-term		Department/Division Comments:
1	Maintain Fort Bragg Police Department Dispatch contract.	Staff will evaluate and seek to renew a 5-year contract to provide dispatch services to the Fort Bragg Police Department.
2	Continue with succession planning.	As the Department's personnel continues to evolve and mature, staff will work to provide developing leadership as well as newer team members with opportunities for building relationships with community representatives, supervisory and management experience, and appropriate training and education.
3	Maintain and expand the Special Enforcement Team (SET).	If staffing allows, maintain a minimum of one officer assigned to SET duties. If staffing levels stabilize, to evaluate assigning additional personnel to the SET to meet the priorities of the Community Re-Entry Grant funding, to accommodate the growing cannabis regulatory process, better address the homeless population, and continue to deliver the methods of Crime Prevention Through Environmental Design.

4	Continue with RMS upgrade (records management software).	Legislation for incident based crime reporting will be followed with further legislation requiring the collection of racial identity data beginning in 2022, and the reporting of such by 2023. The RMS upgrade is customizable and will allow for this data gathering and reporting.
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Long-term		Department/Division Comments:
1	Continue with Strategic plan.	Staff will continue to evaluate the goal areas of the strategic plan and ensure they remain appropriate, change as needed, and that stated objectives are consistent with goal areas.
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AGENDA SUMMARY REPORT

SUBJECT: Police Department Annual Report Presentation and Review.

DEPARTMENT: Police

PREPARED BY: Justin Wyatt

ATTACHMENTS:

[Attachment 1 - 2018 Annual Report](#)

Summary: Staff will present the Ukiah Police Department's Annual Report for 2018.

Background: The Ukiah Police Department began a strategic planning process in 2008 to help measure the organization's performance and set priorities for the future. A strategic plan was created in 2010, and from this plan the department identified 5 goal areas to most effectively deliver police services.

Our first goal area is the reduction of crime, and in 2018 we achieved a 13% reduction overall from last year in the categories tracked within the FBI Index Crimes Categories. We experienced a 15% reduction in violent crimes, and a 10% reduction in property crimes from last year. The department's overall clearance rate for crimes solved in 2018 was 69%, which is up from 65% last year. Specifically, the Ukiah Police Department solved or cleared 87% of violent crimes compared to the state average of 45%, and 51% of property crimes compared to the state average of 13%, in 2018.

Within our second goal area - to improve the quality of life in our neighborhoods - the department's Special Enforcement Team (SET) continues to perform significant work in this area. The SET's focused efforts this past year are aligned with the recommendations contained within the study - Homelessness Needs Assessment and Action Steps for Mendocino County - prepared by Doctor Robert Marbut, and commonly

RECOMMENDED ACTION: Receive report and provide staff with direction.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

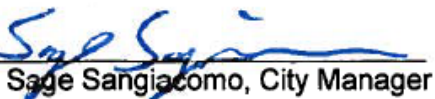
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager

Approved: _____


Sage Sangiacomo, City Manager

known as the “Marbut Report”. The Marbut Report was released in March of 2018, and contains 28 Recommended Action Steps. The department identified 5 of these recommendations which apply directly to UPD and include addressing encampments and stolen shopping carts, engaging vehicle campers, and conducting street level outreach.

The SET investigated 54 homeless encampment complaints in 2018 and made over 500 contacts with those experiencing homelessness. The SET issued over 50 citations for crimes commonly related to homelessness including trespassing, shopping cart theft, and Fish and Game code violations. The SET hosted 2 coordinated outings with Ukiah Adventist Health’s Street Medicine Team to improve outreach and restorative services to those experiencing homelessness within our community, and the SET and Patrol Division coordinated the removal of over 2000 abandoned shopping carts within City Limits in 2018.

The SET also continued partnerships with city departments and coordinated the removal of over 12 tons of debris as a result of homeless encampments from our open spaces and waterways. The SET handled a total of 169 criminal cases in 2018 which included the investigation of 2 Butane Honey Oil Labs operating within Ukiah City Limits, and the seizure of more than 200 marijuana plants being grown illegally.

Continued work in this goal area is represented by the efforts of our Crime Prevention Officer (CPO), who expanded the Crime Prevention Through Environmental Design (CPTED) concept through partnership with the Community Development Department. Our CPO has worked to incorporate these concepts into the design phase of proposed developments, and remains interactive throughout the construction process. Our CPO performed over 800 site visits in 2018, assisting existing community organizations and businesses incorporate crime prevention concepts, and coordinated 14 community events.

While calls related to homelessness were up 25% this year, overall calls for service have continued to slowly decrease from an all-time high in 2015. We believe the continued efforts of the SET and CPO contribute to this gradual decline in call volume. Our response times to priority 1 and priority 2 calls for service decreased slightly this year, while our response time to priority 3 calls, which include many calls related to homelessness, increased slightly. We conducted 16% fewer traffic collision investigations this year and performed 42% more DUI investigations compared to 2017.

Work in our third goal area, enhancing community and police partnerships, is represented by the department’s regular participation in the Continuum of Care. This is the body responsible for coordinating the implementation of the Marbut Report recommendations county-wide, and UPD participates regularly in furthering that effort. We have also begun work with the county’s Whole Person Care Program to help track their existing clients, with hopes to begin referring new clients into programming. We implemented a new gang and violence prevention program called GREAT, which stands for Gang Resistance Education And Training. This program is led by our School Resource Officer in partnership with the Mendocino County Probation Department, and is delivered in a school based environment by the officers.

Our fourth goal area is to develop personnel and we continue to emphasize getting our newest officers to our established core training. We are working to expand the core training to include Crisis Intervention Training (CIT), and some officers have already attended CIT classes. We know supervisory and command staff will evolve along with future challenges, and have focused efforts on balancing core training with specialized and leadership classes and opportunities, to prepare the department for the upcoming demands of the law enforcement industry.

Within our fifth goal area, continued accountability, we continue to monitor response times by the Patrol Division. Our Communications Division answered approximately 79,000 emergency and non-emergency telephone calls this past year, and nearly every call was answered in less than 10 seconds. We fully implemented new body cameras in 2018, and are continuing efforts to implement the new car camera system.

The department continues to experience a high workload due to a long time staffing shortage, and recruiting new police officers remains challenging. The department is working to expand hiring opportunities through increased media exposure and personal contacts, and continues to consider other innovative methods to attract potential applicants to the department.

Discussion: Staff will present to Council the Ukiah Police Department's Annual Report for 2018 (Attachment 1), and will seek discussion from Council on the department's performance and objectives moving forward.



UKIAH POLICE DEPARTMENT

2018 ANNUAL REPORT



Safety, Professionalism, Community Service

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Message from the Chief



I am pleased to present the Ukiah Police Department's Annual Report for 2018. We are a professional organization with well-trained officers and staff, and we are committed to providing public safety to the residents and visitors of Ukiah.

The Department uses 5 goal areas to identify objectives and measure success. The information contained within this report depicts our progress and accomplishments within these goal areas for 2018, some of the challenges we face, and our plans for tomorrow.

This was a year of transition and change for the Ukiah Police Department. After serving for a short time as interim Police Chief following the retirement of long-time Chief Dewey, I am proud to have been chosen and sworn in as Chief of Police in August. This succession created an evolvement of leadership in command and supervision with a series of subsequent promotions accompanied by several new hires for the Department. Unfortunately, more officers departed the organization than were brought on this year, and we continue to operate at staffing levels below those of over 25 years ago while handling a disproportionate and increasing workload.



Despite these staffing challenges the Department strives to reduce crime and improve quality of life while using and expanding our partnerships to address community issues collaboratively. We appreciate the support we receive from the community and as always, will continue to provide police services while practicing our values of Safety, Professionalism, and Community Service.

This report was a team effort, and not only represents the work and accomplishments of everybody in the department, but was created and produced in-house and many contributed to the content located within.

I'm very proud of the work we all do on a daily basis and the effort that was put into creating this document. I hope you find it informative, and that it provides some insight to the department and who we are as well as what we do. To me this report and the work put forth to produce it represents the professional organization that is the Ukiah Police Department; we work hard to support one another so that we can work safely together to provide service to the community that supports us.

A handwritten signature in cursive script that reads "Justin Wyatt".

Justin Wyatt
Chief of Police

Our Mission



The officers, dispatchers and employees of the Ukiah Police Department are committed to work in partnership with the community to promote public safety and crime prevention through education and law enforcement. As part of our commitment, we have adopted three organizational values; the principles upon which we base our policing:

Safety: We value human life and strive to enable our citizens to be safer and less likely victimized by crime.

Professionalism: We value dedicated highly trained personnel, with a commitment to the standards of the law enforcement profession.

Community Service: We value the privilege to provide effective, efficient and equitable service. We respect the members of our community, the importance of a combined crime prevention alliance and the opportunity to provide a united policing effort.

The Ukiah Police Department has some of the most respected and valued individuals in law enforcement. We are also surrounded by supportive organizations and people: community partners, civilian employees, volunteers and everyday citizens who are willing to come forward when called upon.

The men and women of the Ukiah Police Department thank you for your support. Together we make Ukiah a better community in which to live, work and visit.



Department Goals



Reduce Crime and the Fear of Crime

- Continuous Hiring
- Regional Partnerships for Gangs (MAGSU), Task Force, and SWAT
- Truancy Enforcement
- Traffic Enforcement



Improve the Quality of Life in our Neighborhoods

- Gathered over 2,000 Shopping Carts (And continue related enforcement)
- Crime Prevention Through Environmental Design
- Enforcement on Outdoor Marijuana Grows
- Homeless Clean-ups

Enhance Community and Police Partnerships

- Community Board Representation
- Continuum of Care
- Participation at Community Events such as Parking Day, Career Fairs, Parades, and Pumpkinfest.



UPD Staff spent approximately 1725 hours at trainings in 2018!

Develop Personnel

- Succession Planning and Core Training
- Peer Support
- 8 Employees are recognized for speaking a second language

Continued Accountability

- **3** Citizen Complaints / **0** of them were sustained
- Monitoring Response Times
- Updated Car and Body Cameras



UPD Officers responded to approximately **950** Priority One Calls and 8 arrived on scene in about **4 ½ minutes!**

Our Department



Chief Of Police
Justin Wyatt

Captain
Sean Kaeser

Dispatch & Records
Supervisor
Tracey Porter

Operation Lieutenant
Cedric Crook

Administrative Lieutenant
Dave McQueary

Dispatch Services
-City of Ukiah
-City of Fort Bragg

Patrol Services

Detective Bureau

Front Office and
Records
Management

Animal Control
Services

Special Enforcement
Team

Crime Analyst

Community Service
Officer Patrol

Crime Prevention

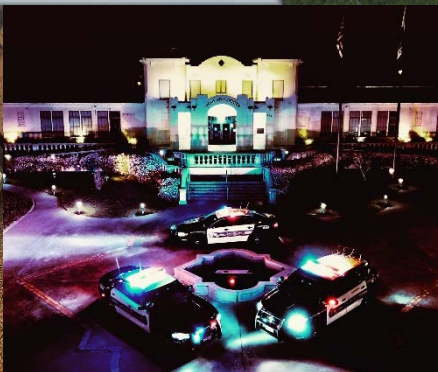
Major Crimes
Task Force

Administrative
Assistant

School Resource
Officers

Parking Enforcement

Evidence & Property



Department Divisions



The Ukiah Police Department is organized into **three divisions** which are overseen by the Police Captain who is second-in command. The **Operations** and **Administrative Divisions** are commanded by Lieutenants, and the **Communications and Records Division** is supervised by a civilian manager.

The Department's **Captain** is accountable for communicating and implementing the vision of the department to ensure an effective, efficient, and professional organization. The Captain is responsible for overseeing all divisions within the department, and the management of all personnel records to include internal investigations and professional standards matters. The Captain submits and tracks data to ensure compliance with mandated reporting requirements such as major use of force incidents and citizen complaints. The Captain participates and assists staff in solving complex police and personnel problems, coordinates activities with other City departments, civic and community entities, and other law enforcement agencies.



Captain Sean Kaeser

The Captain regularly attends the Continuum of Care board meetings to ensure that the Police Department remains engaged in building our relationships with community and county agencies and various supportive service providers. And it is through these types of networking and collaborative efforts the Ukiah Police Department continues working with the Ukiah Unified School District in establishing a new Gang Resistance program called GREAT, deployed officers with UAH's Street Medicine Program, and has begun working with the County's Whole Person Care program to establish processes for referring potential new clients to their appropriate programs. We continue to build relationships with community stakeholders having board representation with the RCS Homeless Services Community Center, Ford Street Project, Mendocino County Youth Project, and Boys and Girls Club.

The Police Department believes these community engagements and partnerships is key in reducing crime in our neighborhoods and addressing community concerns. Throughout this year the Police Department responded to nearly 25,000 calls for service while struggling with a staffing crisis, and yet only received three citizens' complaints all of which were determined to be unfounded after being fully investigated. This is a testament to the professionalism and commitment your police officers bring to our community.

Meet Captain Sean Kaeser

Captain Sean Kaeser started his career with the Ukiah Police Department as an unpaid reserve officer. After being hired as a sworn Police Officer for the City of Ukiah, Sean has served the department a 10 the community in a variety of assignments throughout his career, including Patrol, K-9, Field Training Officer, Major Crimes Task Force, Patrol Sergeant, Administrative Sergeant, and Lieutenant.

Divisions-Operations



The **Operations Lieutenant** supervises and manages the Patrol Division including the Community Services Officers and Field Training Program. A significant portion of the Operations Lieutenant's responsibility is managing the deployment of patrol resources and personnel. This is accomplished primarily through the scheduling of staff to provide adequate coverage consistent with call volume and workload and coinciding with the availability of the limited resources, to ensure service is provided first safely, and efficiently and effectively.

The Patrol Division is the most visible division within the Department, and typically the first point of contact between law enforcement and the community.

The Patrol Division is responsible for providing law enforcement and crime prevention services to Ukiah's residents and visitors, which is accomplished by providing uniformed police response to emergency and non-emergency calls for service. These law enforcement services include but are not limited to serving criminal warrants, making arrests, issuing citations, taking reports, conducting criminal investigations, providing extra security and traffic control patrol for special events, vacation home checks, extra patrol requests, traffic enforcement and collision reports, and assisting other law enforcement agencies when needed.

The Patrol Division is divided into shifts that provide coverage to the entire City of Ukiah 24 hours per day, 365 days per year. The Patrol Division works 12 hour shifts and is the backbone of the Ukiah Police Department. A typical shift will comprise a patrol sergeant and include two to three officers.

The Patrol Division's Community Service Officers handle numerous calls for service each day, which diverts workload from patrol officers increasing their availability for priority calls for service. CSO's are typically responsible for handling non-hazardous situations such as traffic collisions, lost and found property, abandoned vehicle complaints, animal control calls, theft related calls when a suspect is unknown, and a variety of other service requests. The Department's CSO's often participate as well as organize our deployment in supporting a variety of organized events that occur throughout the year in the City of Ukiah.



Meet Lieutenant Cedric Crook

Lieutenant Cedric Crook is a 21 year veteran of the Ukiah Police Department and has worked a variety of assignments to include: Patrol, Field Training Officer, SWAT Team, K9 Handler, assigned to the Mendocino Major Crimes Task Force, Patrol Sergeant, Detective Sergeant, and Operations Lieutenant.

Divisions-Administrative



The **Administrative Lieutenant** is directly responsible for recruitment and hiring, and coordinates with the City of Ukiah's Human Resources Department in processing all police department employees. The Department maintains a high standard when recruiting qualified police officer candidates in an ever increasing competitive market. The pre-employment processes for the police department is extensive and includes testing and interviews, polygraph examinations, background investigations, medical examinations, psychological examinations until the final Chief's interview, all of which can take approximately 8 to 12 months from application submission to trained Police Officer.

Police departments nationwide are experiencing recruitment challenges; this has been particularly true in the City of Ukiah. The high cost of living and a competitive job market contribute to the current hiring difficulties and officer shortages. The Department engages in an aggressive recruitment strategy to fill vacant positions.



The Administrative Lieutenant is also responsible for training and coordinates and implements the Police Department's training program for all sworn and non-sworn staff. This includes identifying training needs and opportunities, scheduling training activities and functions, ensuring compliance with all applicable laws and regulations as well as department policies and procedures, while maintaining records related to the program.

The Administrative Lieutenant oversees the department's specialized services and programs, to include; Detective Bureau, Special Enforcement Team (SET), School Resource Officer (SRO) Program, Parking, Crime Prevention, Evidence and Property, Peer Support, and Volunteer and Chaplain Services.

Meet Lieutenant Dave McQueary

Lieutenant David McQueary is a 26-year veteran of the Ukiah Police Department. Lieutenant McQueary began his career as an unpaid volunteer reserve for this agency, and has worked a variety of assignments to include: Patrol, Field Training Officer, Detective, SWAT, Major Crimes Task Force, Patrol Sergeant, Detective Sergeant, and Administrative Lieutenant.

Divisions- Communications and Records



The **Communications and Records Division** supervisor is responsible for managing and overseeing two separate but very important functions within the department.

Communications Center:

Ukiah Police Department's Communications Center consists of eight full time Dispatchers. The Communications/Records Supervisor oversees this division, ensures staffing requirements are met and critical equipment is properly maintained.

Dispatchers quickly assess incoming calls and dispatch the appropriate patrol units through the police radios. The dispatchers type the caller's information into the Computer Aided Dispatch System and use several different computer software applications simultaneously. Additionally, the dispatchers receive and respond to inquiries from police officers via radio.

Dispatchers work closely with the other law enforcement agencies and fire departments within Mendocino County transferring calls and requesting assistance when necessary. The Ukiah Police dispatchers are also responsible for monitoring on premise security cameras, all point bulletins (APB's) sent by other law enforcement agencies and are assigned other administrative tasks in addition to their essential job duties.

The Communications Center's phone system was upgraded in February 2018. In addition, we are looking at deploying Text to 9-1-1 in the near future. Our dedicated and highly skilled staff work very hard to provide the best service possible to the residents and visitors within the City of Ukiah and the City of Fort Bragg.



Dispatch & Records
Supervisor
Tracey Porter

Meet Supervisor Tracey Porter

Tracey Porter was hired as a Dispatcher by the Ukiah Police Department in 1994. Tracey worked for Ukiah PD for three years at which time she accepted a position as a Public Safety Dispatcher II for the City of Napa. Tracey worked for the Napa Police Department for seven years.

Divisions- Communications and Records



Records Department:

The Ukiah Police Department business office is located in the main building of the Police Department at 300 Seminary Avenue. The office consists of two full time Police Records Clerks, a Crime Analyst (who also helps in the Dispatch Center) and a part-time Administrative Assistant.

The Police Record Clerks greet the public face to face and answer incoming phone calls during business hours. These dedicated staff members handle request for copies of reports, public records request for information and accept subpoenas on behalf of the department.

Records Clerks data enter reports, citations, towed vehicles and other information into the Records Management Software (RMS) system. These employees also handle several other administrative tasks assigned to them by the department's supervisors. The Police Department is looking at upgrading the RMS in the next year to comply with crime reporting changes to the Department of Justice and the FBI.

The Crime Analyst handles the majority of the Ukiah Police Department statistical reports. This includes weekly, monthly and annual reports for the Chief of Police and other staff within the Police Department. The Crime Analyst analyzes patterns and trends in crime. Information on patterns can help law enforcement in deploying resources in a more effective manner and assist detectives in identifying and apprehending suspects. The Crime Analysts is also cross-trained in Dispatch and fills for the other dispatchers in during lunch breaks, vacations and other absences.

The Administrative Assistant handles the financial and administrative duties within the Police Department. This employee works closely with the Chief of Police and other department supervisors. One of the main functions of this position is to assist the Chief in budget preparation for the Police Departments 10 million-dollar budget each year. The Administrative Assistant is also cross-trained to be a call taker in the Dispatch Center.



Meet Supervisor Tracey Porter

In 2004 Tracey decided to move back home to be closer to family and has been back with the Ukiah Police Department since. In 2011 Tracey Porter promoted to Ukiah Police Department's Police Records and Dispatcher Supervisor.

Staffing- Sworn



Chief of Police

Captain

Administrative Lt.

Detectives

SET

School
Resource
Officers

Task
Force

Parking

Evidence

Crime
Prevention

Volunteers

Sergeant

Sergeant

Officer

Officer

CSO

CSO

CSO

Civilian

Officer

Vacant
Officer

Officer

Vacant
Civilian

Officer

Vacant
Officer

Vacant
Officer

Vacant
Officer

Ukiah Police Department currently
has 1 Officer in training and 3 new
hires attending the Police
Academy!

Operations Lt.

Day Shift 1

Night Shift 1

Cover Shift 1

Day Shift 2

Night Shift 2

Cover Shift 2

Sergeant

Sergeant

Vacant
Officer

Sergeant

Sergeant

Vacant
Officer

Officer

Officer

Officer

Officer

Officer

Officer

Officer

Officer

CSO

Officer

CSO

Vacant
Officer

Vacant
Officer

Vacant
Officer

Vacant
Officer

Ukiah Police Department is authorized 34 police officers but remains understaffed ending the year with only 25 officers!

To Apply, visit www.ukiahpolice.com

Staffing- Civilian



Patrol Division

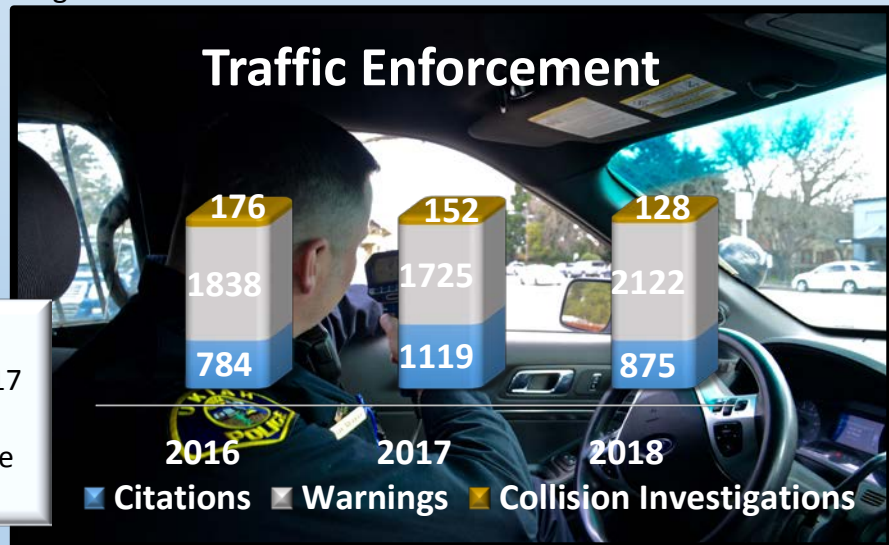


The typical work day for a patrol officer is anything but typical, and these officers handle very diverse situations and perform a wide variety of functions. A shift may start with a call of illegal campers or trespassing, followed by a shoplifter or a traffic accident, then to a report of a home or business that was burglarized overnight, to an in-progress domestic violence call with injuries, to a barking dog or neighborhood dispute, to a missing person, to a car-stop resulting in the arrest of multiple occupants for various drug and weapons charges.

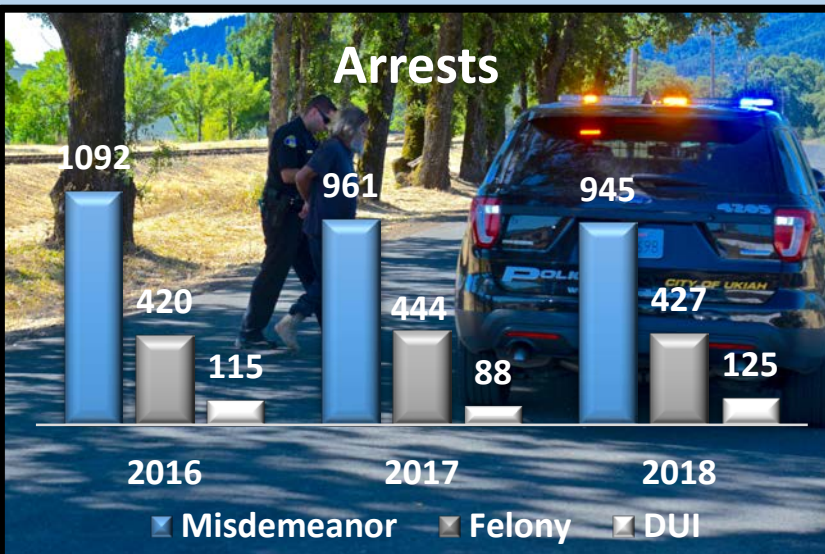
INTERESTING FACT!

DUI Arrests are UP 42% from 2017
And
Traffic Collision Investigations are
DOWN 16%!

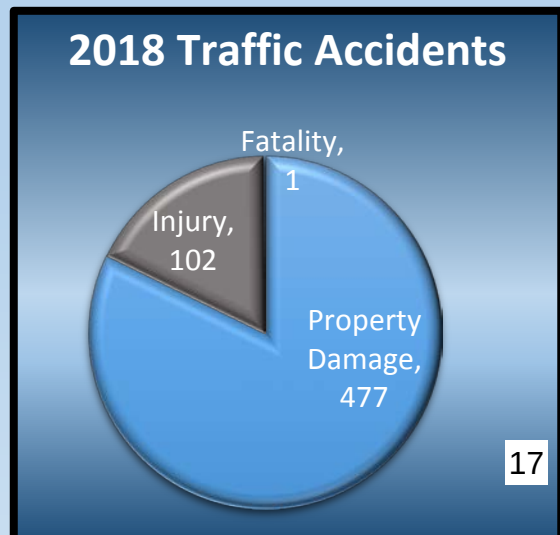
Traffic Enforcement



Arrests



2018 Traffic Accidents



Patrol Division



Our officers will work to perform traffic enforcement between responding to calls, spend sometimes much of their day following up on active investigations and writing a variety of reports and processing evidence, appearing in court to provide testimony, and providing presentations at schools or special events.

Many times our officers are conducting these tasks while also training new officers to perform the same duties. This requires the officers to spend time not only explaining these processes, but to evaluate and document the trainee's progress daily.

*Response Times are shown in MM:SS



Priority 1: Immediate
Danger to Life or Property

Priority 2: Urgent, Non
life threatening

Priority 3: Non Urgent,
Not in Progress



DID YOU KNOW?

Ukiah Police Officers handle approximately 73 Calls for service per day!

2018 Top 10 Ukiah Police Call Types

Patrol Officers	
Transient	2671
Suspicious Person/Vehicle/Circumstance	2316
Alarms	1041
Disturbances	782
Fights	715
Welfare Check	478
Shoplifter	396
Civil Matters	328
Juvenile Problems	301
Domestic Violence	235

Community Service Officers	
Animal	940
Traffic Accidents	580
Theft	525
Parking/AVA Complaints	407
Found Property	356
Vandalism	303
Registrants	256
Fraud	155
Stolen Vehicle	118
Burglary	108

18

Detective Bureau



The Detective Bureau has 5 designated positions, but is currently comprised of only two full time Detectives and supervised by a Detective Sergeant. One of the two School Resource Officers is supervised out of this bureau, and is often relied upon for support as needed, more often in the summer months. The Detective Bureau is responsible for conducting initial and follow up investigations on complex crimes that fall outside the scope of normal patrol duties. These may include Homicide, Robbery, Sex Crimes, Crimes against Children, Financial Crimes, and Burglaries, often making arrests as a result of these investigations. The Detective Bureau prepares and submits cases to be reviewed and prosecuted by the District Attorney's Office, works closely with neighboring law enforcement and social service agencies, provides testimony and presents evidence in court, and assists the D.A.'s office in prosecuting those that victimize our community.

FBI Index Crime Categories

	2016	2017	2018
Violent Crime			
Homicide	0	0	1
Rape	15	14	15
Robbery	29	20	11
Assault	294	276	233
Violent Crime Totals	338	310	260
Property Crime			
Burglary	107	59	77
Theft	284	234	148
Vehicle Theft	40	42	59
Arson	0	11	27
Property Crime Totals	431	346	311
Total FBI Index Crimes	769	656	571

Index Crimes Clearance Rates

	2016	2017	2018
Violent Crimes			
Committed	338	310	260
Cleared	77%	77%	87%
State Average	45%	49%	Not Available
Property Crimes			
Committed	433	346	311
Cleared	41%	53%	51%
State Average	12%	10%	Not Available

DID YOU KNOW?

In 2018 the Detective Bureau was assigned approximately **253** cases and has closed about **88%** of them so far!



INTERESTING!

Approximately 70% of the cases UPD submits to the District Attorneys Office get prosecuted 19



Special Enforcement Team



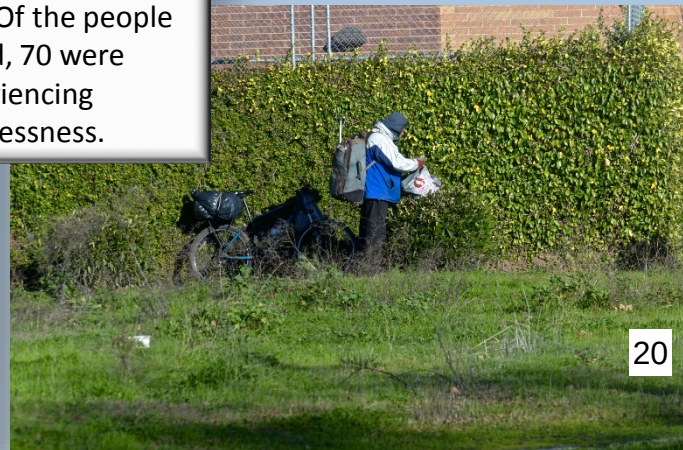
The Special Enforcement Team was formed in 2015 with a supervisor and one officer. An additional officer position was designated in the team in 2018, although due to staffing challenges is currently comprised of only a sergeant. SET was designed to be a flexible unit with a variety of duties including supporting detectives and the patrol division, and collaborating with allied agencies including the Mendocino Major Crimes Task Force and other specialized units. SET works closely with city personnel to address code violations in the City of Ukiah, most specifically unsightly residential and business locations where trash and abandoned vehicle issues are present. Additionally, SET is responsible for the eradication of marijuana related activities determined to be unlawful, and has had a significant impact upon illegal outdoor growing in recent years following the inception of this unit. Most recently SET has taken on the responsibility of homeless outreach and working with the homeless population in Ukiah. SET responds to many of the overwhelming number of calls related to homelessness helping to relieve the patrol division of those calls, many of which are not typically resolved through enforcement alone, or are not police matters.



DID YOU KNOW?

In 2018 the Special Enforcement Team made 85 arrests! Of the people arrested, 70 were experiencing homelessness.

169 Case Numbers
535 Transient Contacts
43 Homeless Cites
23 Smoking Cites
8 Shopping Cart Cites
8 Fish & Game Code Cites
54 Encampment Complaints
216 Marijuana Plants Seized
2 Butane Honey Oils Labs
2 Outings with Street Medicine



School Resource Officer



FUN FACT!

Jack joined our Department in November 2018! Jack is a two year old English Springer that is trained in drug and firearm detection!

School Resource Officers maintain a close partnership with school administrators in order to provide for a safe school environment. They partner with school officials and provide safety by being present during school searches, which may involve weapons or controlled dangerous substances. Our SRO's are visible within the school community and often attend and participate in school functions. They build working relationships with the school's staff as well as with student and parent groups. SRO's assist in conflict resolution efforts and initiate interaction with students in the classroom and general areas of school buildings, all while being a positive role model.

In partnership with the Ukiah Unified School District, the Ukiah Police Department deploys two School Resource Officers. The SRO assigned to the Ukiah High School is partnered with a K9 capable of detecting not only drugs, but firearms as well which was new in 2018. Our SRO assigned to truancy oversees attendance for 6 elementary schools, 2 middle schools, and both high schools within the Ukiah Unified School District. Both SRO's provide police services to local school grounds and areas adjacent to schools.



School Resource Officers responded to **411** truancy related incidents²¹, completed **65** drug searches, and were assigned **247** cases!

Crime Prevention & Community Outreach



The Community Services Officer assigned to crime prevention works to comprise strategies and measures that seek to prevent or reduce crime, and the potential harmful effects on individuals and the community. This officer administers the Department's Business Watch Program, and works with the public and business community on issues such as the impacts of homelessness, parking lot signage, private property towing procedures, and commercial alarm activations. This officer helps coordinate many of the community events, including responsibility for traffic control operations during many of the parades occurring throughout the year in the city.



DID YOU KNOW?

Our Crime Prevention CSO conducted **843** site visits! CSO Sawyer also helped coordinate **14** events in our community!



Meet CSO Nancy Sawyer!

This year CSO Sawyer was Awarded with the UPD Community Service Award and recognized for her hard work and dedication to our community!

FUN FACT!

Our Crime Prevention CSO assists crossing guards at our schools nearly everyday! She also makes weekly visits to the Boys & Girls Club!



The Department's crime prevention officer has received certification in Crime Prevention Through Environmental Design (CPTED), and works closely with planning officials on proposed and existing commercial developments in the city. These concepts and methods are typically integrated into the project's design to prevent or reduce the potential for criminal activity related to the business. This officer has recently incorporated CPTED methods into evaluating proposed cannabis related businesses to ensure submitted security plans are in compliance with local ordinances.

Communications and Records

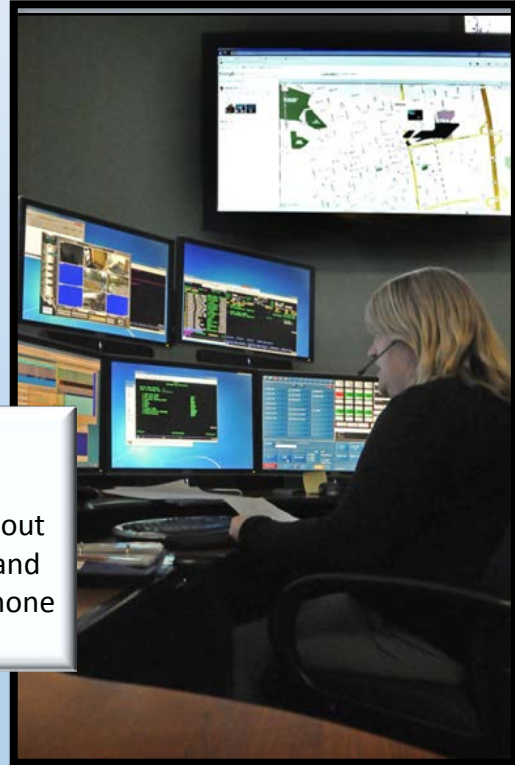


Our Communications Center handles 9-1-1 and non-emergency calls for the City of Ukiah and City of Fort Bragg Police Departments. There are two dispatchers scheduled to work 24 hours a day, 7 days a week. Our Communications Center handles an average of 13,000 9-1-1 calls per year and approximately 66,000 non-emergency phone calls. We also dispatch for the City of Ukiah Electric Department, Streets, Water and Sewer Departments after regular business hours and on weekends.



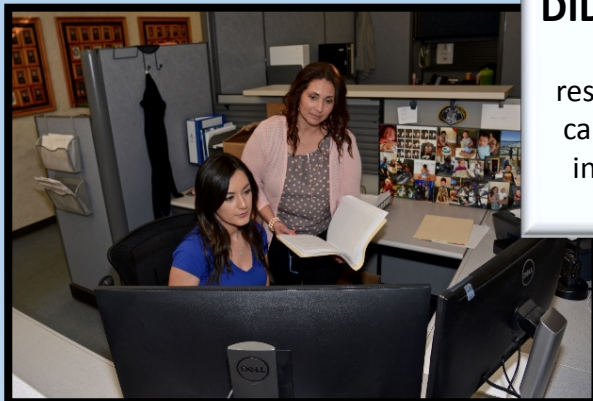
INTERESTING!

On average, our dispatchers receive about 79,000 calls per year and they can answer the phone within 10 seconds!



DID YOU KNOW?

In 2018 UPD responded to 24,142 calls for service and investigated 3,317 cases!



The Record Clerks are responsible for processing the traffic, documentation and crime reports generated by the Ukiah Police Officers. Staff situates the reports into complete packets and forwards them to Detectives for follow-up or to the District Attorney's Office for prosecution. On average the Records Clerks process 3,600 reports annually.

Parking, Evidence, and Volunteers



PARKING

The Community Services Officer assigned to parking is responsible for ensuring drivers comply with local parking regulations and ordinances, and to issue citations for violations related to illegally parked vehicles. This officer collects money from metered parking, assists in traffic control activities, patrols parking lots, and arranges towing services for vehicles as necessary.

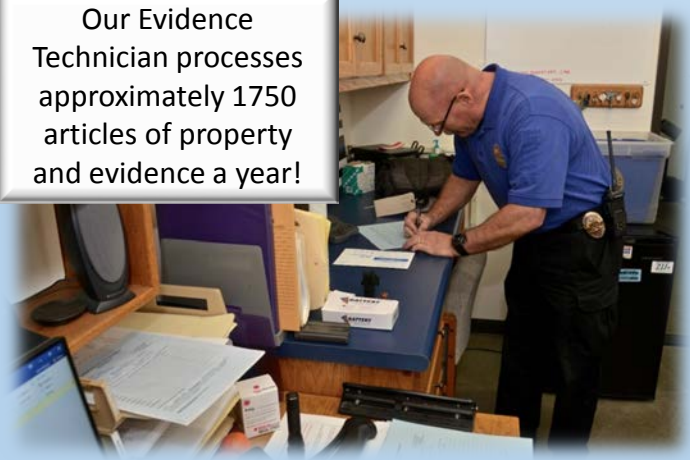


Our Parking Enforcement issued 1566 Parking Citations in 2018!

PROPERTY AND EVIDENCE

The Community Services Officer responsible for Evidence and Property categorizes and catalogues all the Police Department's property storage, ensuring preservation and proper disposition of all items received and held at the department. The property manager ensures evidence and property is properly stored and maintained, coordinates the return of property or its release for destruction, auction and donation, and is responsible for conducting inventories of the property room per department policies and procedures.

Our Evidence Technician processes approximately 1750 articles of property and evidence a year!



Our Volunteer processes about 20-30 digital evidence requests per week!

VOLUNTEER SERVICES

The department currently has one volunteer who reports weekly and assists the Detective Bureau with processing audio recording and photographic evidence. This member of the community donates their personal time to the department on a regular basis, and has proven to be a significant help to the Detective Bureau in complying with ²⁴ increasing workload in supplying such evidence.

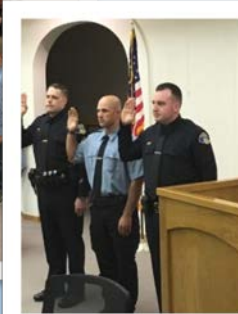
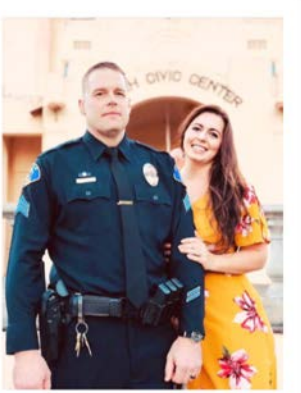


What's New?



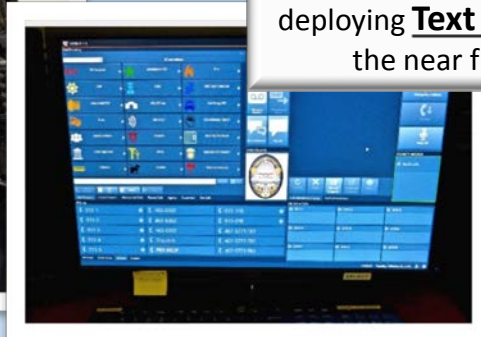
Personnel

2018 was a year of change for the Ukiah Police Department. Along with a new Police Chief, the department promoted Sean Kaeser from Administrative Lieutenant to Captain, followed by Cedric Crook's promotion from Detective Sergeant to Operations Lieutenant. Lieutenant McQueary moved from Operations to assume command of the Administrative Division, and Sergeant Rick Pintane assumed responsibility for the Detective Bureau as the Department's Detective Sergeant. Andy Snyder was promoted from officer to patrol sergeant, and is the department's second sergeant's promotion following Andy Phillips promotion earlier in the year.



Equipment

The Department fully deployed new Tasers and Body Cams carried by patrol personnel to replace undependable and aging equipment.



FUN FACT!

The Communications Center's phone system was upgraded in February 2018. In addition, we are looking at deploying **Text to 9-1-1** in the near future!

What's New?



Prevention Programs



We welcome our newest K9 Jack, who partners with School Resource Officer Tony DeLapo. SRO DeLapo and Jack are assigned to the Ukiah High School and provide detection services to our schools!

INTERESTING!

Jack has completed over
200 HOURS
of detection training!



School Resource Officer Isabel Madrigal has initiated the GREAT program in our local schools. GREAT is a gang and violence prevention program built around school-based, law enforcement officer-instructed classroom curricula. SRO Madrigal administers this program in conjunction with Probation, and graduated 2 classes of 4th graders in 2018, with plans to expand to 7th graders in the future.



Awards- Officer of the Year



Officer of the Year Detective Tom Kiely



The Department's Officer of the Year Award is awarded annually to the officer who demonstrates the highest level of the Department's organizational values in the course of their day to day duties. During 2018, Detective Thomas Kiely's performance as a Detective was a clear reflection of our organizational values of Safety, Professionalism, and Community Service.

During 2018, Detective Kiely completed numerous complex investigations which led to the arrest and conviction of many criminals preying on our community. Many of these arrests deserve notoriety, and the following is just one example of Detective Kiely's outstanding work this year.

In July of 2018 Detective Kiely was assigned as acting Detective Sergeant, and was called out to respond to a double shooting on North Bush Street. Detective Kiely quickly initiated and coordinated response from the District Attorney's Office Investigators and Mendocino County Sheriff's Detectives, ensuring adequate resources were available at multiple crime scenes. Detective Kiely spent his weekend following up on leads and gathering evidence. In the end, a rock solid case was built against the suspect who, with the assistance of allied agencies, was arrested the night of the shooting.

Detective Kiely is tasked with ensuring all sex offenders who reside within the city limits are in compliance with their registration requirements. Detective Kiely interviews new sex offenders being released back into the community to assess their potential risk of re-offending, and to gain knowledge of the registrant and their respective criminal histories.

In recent years the Detective Bureau has been significantly understaffed, resulting in increased time on stand-by and call-outs during off-hours. Detective Kiely has remained readily available at any hour of any day and has sacrificed numerous weekends following up on investigations. Detective Kiely takes pride in his work product and takes his investigations seriously.

Detective Kiely is awarded the Department's Officer of the Year Award for his dedication and commitment to the agency and his valuable acts of police service, of which only a few are mentioned here. Detective Kiely's performance is in line with the values of the Ukiah Police Department; Safe Professionalism, and Community Service.

Awards- Dispatcher of the Year



Dispatcher of the Year Dispatcher Karin Ronk



The Ukiah Police Department's Dispatcher of the Year Award is awarded annually to the Dispatcher who demonstrates the highest levels of the Department's organizational values, in the course of their day to day duties. During 2018, Dispatcher Karin Ronk's performance as a Dispatcher was a clear reflection of our organization's values of safety, professionalism and community service.

Dispatcher Ronk has been nominated by several of her peers for Dispatcher of the Year and was unanimously selected for this award by the Department's supervisors.

During 2018, Dispatcher Ronk has continuously proven to be an excellent Dispatcher and a team leader within the Police Department. Dispatcher Ronk is an excellent trainer who strives for her trainees to succeed at their jobs. Her work as a trainer has been critical to the success of our newest dispatchers.

Dispatcher Ronk is also often looked upon for advice and guidance from her fellow co-workers. Dispatcher Ronk is well versed in our department polices and is a wealth of knowledge to everyone in the department.

Dispatcher Ronk is awarded the Department's Dispatcher of the Year Award for her highly intelligent and valuable acts of public safety and community service, which demonstrates special initiative and perseverance during 2018.

Dispatcher Ronk's performance is in keeping with the highest values of the Ukiah Police Department to ensure the safety of our fellow citizens and fellow officers, performs her duties with professionalism, and provides a vital service to the community we are entrusted to serve.

Congratulations and thank you, Karin for all that you do!

Awards



Community Service Award

The Community Service Award is the Department's highest award for community service and is awarded to employees who distinguish themselves by performing exceptional service in a duty of responsibility or of critical importance to the community.



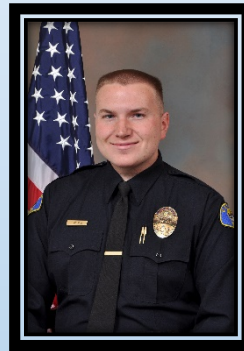
Sergeant Chris Long



Officer Ross Lunceford



Officer Adam Elledge



Officer Josh Cooper



CSO Nancy Sawyer



Officer Brett Chapman Officer Josh Cooper

Distinguished Service Award

The Ukiah Police Department's Distinguished Service Award may be awarded for a highly intelligent and valuable act of police service which demonstrates courage, intelligence or integrity in the performance of a police duty by an employee, or a citizen assisting an employee.

11550 H&S Award

The Department's 11550 H&S award is awarded annually to the patrol officer who provides safety and service to the community by reducing dangerous drugs, drug sales and other drug activities associated with drugs – through the identification and arrest of people under the influence of drugs, possessing drugs, transporting drugs, or selling drugs within our community.



Officer Max Oswald

23152 VC Award

The Department's 23152 award is awarded annually to the patrol officer who provides safety and service to the community by reducing injury accidents and vehicle fatalities – through the identification and arrest of drivers under the influence of alcohol or other drugs.

Looking Ahead



Recruitment



The Department has prioritized police officer recruitment to address the continued staffing shortage. We have increased our hiring opportunities by visiting police academies, participating in career fairs and community events, expanded our media presence, and we are always considering new methods to reach potential police officer candidates. Our new hires receive a salary and benefits while attending the police academy, and their training is paid for by the department.

Records Management System Upgrade

Legislation has mandated by 2021 that law enforcement transition to an enhanced method of reporting crime statistics, called the National Incident Based Reporting System. The Department's Record Management System software is dated and does not meet the legislative requirements, requiring an upgrade. This will allow for the department to begin its transition to field based reporting and improved date entry capabilities, and to accommodate future mandated reporting requirements in 2022 and 2023.

The Department recognizes the development potential and leadership traits in all our employees. We emphasize the importance and value of education, training, and experience for today's and tomorrow's leaders. We continually evaluate and adjust our training priorities to meet current and future opportunities for our staff, to ensure they are as prepared as they can be to meet the challenges of the law enforcement industry going forward.

Succession Planning



Plans to complete the Car Camera Deployment



Expand Networking Efforts Around Homelessness.



Continue Traffic Enforcement



We Thank You!



OUR CITIZENS

We received an enormous amount of support from the citizens of our community in 2018! We are honored to serve such a supportive and dedicated community!



Special Thanks



The Department would like to express special thanks and gratitude to the personnel who contributed to the content of this production, and whose day to day work is reflected here within.

The Department wishes to recognize two individuals in particular whose work, dedication, and attention to detail made this document interesting and informative.

Peter Armstrong went the extra mile and immersed himself in the action to capture our staff at an opportune photogenic (and sometimes maybe not so photogenic) moment, to effectively represent them in the performance of their duties. Peter's photos effectively enhance certain messages and themes, and at times tell their own story leaving words or data unnecessary. We thank Peter for his efforts and for helping represent the day to day operations of our Department in a professional manner.



Crime Analyst Katie Mason eagerly and with no hesitation accepted the challenge of producing her first annual report, and never looked back. She used a very wide range of details and data she gathered herself, and combined them with information contributed by various staff members to create this publication. Katie designed every page and spent hours precisely arranging and presenting the information, committed to producing a top quality document that she felt appropriately represented the hard work and dedication of every staff member and our Department.

THANK YOU!



UKIAH POLICE DEPARTMENT

Thanks you for your continued support!



Safety, Professionalism, Community Service



AGENDA SUMMARY REPORT

SUBJECT: Approval of the March 20, 2019, Budget Workshop and Regular Meeting Minutes

DEPARTMENT: Clerk/Admin

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - March 20, 2019, Draft Minutes](#)

Summary: Council will consider approving the Minutes of March 20, 2019, Budget Workshop and Regular Meeting (Attachment 1).

Background: N/A

Discussion: N/A

RECOMMENDED ACTION: Approve the Minutes of March 20, 2019, Budget Workshop and 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
Budget Workshop and Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
March 20, 2019
5:15 p.m.**

1. ROLL CALL

Ukiah City Council met for a Budget Workshop followed by a Regular Meeting on March 20, 2019, having been legally noticed on March 15, 2019. Mayor Mulheren called the meeting to order at 5:19 p.m. Roll was taken with the following **Councilmembers Present:** Juan V. Orozco, Jim O. Brown, Stephen G. Scalmanini, Douglas F. Crane, and Maureen Mulheren. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney (*arriving at 5:28*); and Kristine Lawler, City Clerk.

MAYOR MULHEREN PRESIDING.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Craig Schlatter, Community Development Director.

5:15 BUDGET WORKSHOP

a. Mid-Year Departmental Budget and Objectives Progress Review for Fiscal Year 18-19 and Review of Draft Objectives for Fiscal Year 19-20.

Presenters: COMMUNITY DEVELOPMENT: Craig Schlatter, Community Development Director; Michelle Irace, Planning Manager; and Matt Keizer, Building Official; ELECTRIC UTILITY: Dan Buffalo, Finance Director; Mel Grandi, Electric Utility Director; and Cindy Sauers, Assistant Electric Utility Director; ADDITIONAL PRESENTER: Daphne Harris, Finance Management Analyst.

The Community Development and Electric Utility department reports were received.

NOTE: The Water Resources department has been rescheduled to present to Council on April 17, 2019.

6:00 REGULAR MEETING

NOTE: The regular meeting convened at 6:13 p.m.

City Clerk, Kristine Lawler, stated for the record that attendance had not changed.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

a. Approval of the March 6, 2019, Budget Workshop and Regular Meeting Minutes.

Motion/Second: Crane/Brown to approve Minutes of March 6, 2019, a budget workshop and regular meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

6. RIGHT TO APPEAL DECISION

7. CONSENT CALENDAR

- a. Report of Disbursements for the Month of February 2019 – *Finance*.
- b. Consideration of Awarding Bid for Purchase of One (1) 2020 Ford Explorer Interceptor in the Amount of \$41,575.65 from Redwood Ford – *Fire*.
- c. Council to Approve the Northern California Power Agency (NCPA) Non-Disclosure Agreement (COU No. 1819-188), Adopt Resolution No. 19-10 (NCPA Resolution) and Appoint the Electric Utility Program Coordinator as the Receiving Party Administrator – *Electric Utility*.
- d. Renew and Continue Resolution 2019-08 (2019-09) for a Proclamation of a Local Emergency Related to the 2019 Winter Storm Event – *Community Services*.
- e. Report to the City Council of the Contract (COU No. 1819-181) Expenditure with Schweitzer Engineering Laboratories for Design and Engineering Services of a Radio Data Link Transfer Trip Scheme for the Lake Mendocino Hydro Power Plant in the Amount of \$20,000.00 – *Electric Utility*.
- f. Approval of the purchase of a new 2019 Durango SXT RWD from Thurston Chrysler Dodge Jeep Ram in the amount of \$28,526.44 – *Community Development*.

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

NOTE: The resolution referenced in agenda item 7c, was clarified to be a Northern California Power Agency (NCPA) resolution that does not require Council adoption.

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

Public Comment: Lucy Kramer – North Coast Opportunities Gardens Project.

9. COUNCIL REPORTS

Presenters: Vice Mayor Crane and Mayor Mulheren.

10. CITY MANAGER/CITY CLERK REPORTS

Presenters: Sage Sangiacomo, City Manager and Craig Schlatter, Community Development Director.

11. PUBLIC HEARINGS (6:15 PM)

12. UNFINISHED BUSINESS

- a. **Receive Report on the Status of the 2014-2019 Housing Element Plan and Implementation Progress; and Provide Additional Direction as Necessary.**

Presenter: Craig Schlatter, Community Development Director.

Report was received.

b. Adoption of Resolution Confirming that Wetlands Park is Closed to the General Public and Shall Remain in its Natural Condition.

Presenter: Shannon Riley, Deputy City Manager.

Motion/Second: Brown/Crane to adopt a resolution (2019-10) confirming that Wetlands Park is closed to the general public and shall remain in its natural condition. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

c. Adopt Plans and Specifications for Spec. No. 19-03 Gobbi Street Underground Project District #3 to Install Underground Substructures for the Removal of Overhead Utilities on East Gobbi Street Between State Street and Orchard Avenue, Marshall, and 600 Block of Leslie Streets; Approve an Interfund Loan Agreement Between Fund 800 (Electric Operating Fund) and 805 (Street Lighting Fund); and Approve Budget Amendment in the Amount of \$900,000.

Presenter: Mel Grandi, Electric Utility Director.

Motion/Second: Crane/Brown to adopt plans and specifications for Spec. No. 19-03 Gobbi Street Underground Project District #3 to install underground substructures for the removal of overhead utilities on East Gobbi Street between State Street and Orchard Avenue, Marshall, and 600 Block of Leslie Streets; Approve an interfund loan agreement (COU No.1819-189) between Fund 800 (Electric Operating Fund) and 805 (Street Lighting Fund); and Approve budget amendment in the amount of \$900,000. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

RECESS: 6:58 - 7:04 P.M.

13. NEW BUSINESS

a. Introduction and Adoption of Urgency Ordinance to Adopt Aesthetic Guidelines for Wireless Telecommunication Facilities in the City of Ukiah.

Presenter: Darcy Vaughn, Assistant City Attorney.

Staff Comment: Mel Grandi, Electric Utility Director.

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

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

Motion/Second: Crane/Brown to introduce and adopt an urgency ordinance of the City Council of the City of Ukiah adding Article 9 to Chapter 2 of Division 2 of the Ukiah City Code regarding the adoption of aesthetic guidelines for wireless telecommunications facilities. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

ORDINANCE NO. 1192

URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING ARTICLE 9 TO CHAPTER 2 OF DIVISION 2 OF THE UKIAH CITY CODE

b. Award of Contract for Professional Planning Services for a General Plan Update, Environmental Impact Report, and Other Advanced Planning Services to Mintier Harnish Planning Consultants.

Presenters: Mary Horger, Procurement Manager and Craig Schlatter, Community Development Director.

Public Comment: Rick Rust, Mintier Harnish Planning Consultants.

Motion/Second: Crane/Scalmanini to approve award of contract (*COU No. 1819-190*) to Mintier Harnish Planning Consultants, for professional planning services including the General Plan Update and Environmental Impact Report and other advanced planning services. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

c. Approval of Community Development Director Determination that the Purchase of One Parcel Located on Norgard Lane, APN 184-080-27, Qualifies for a CEQA Exemption and Consideration of Authorization to the City Manager to Negotiate and Execute a Purchase Agreement for the Norgard Lane Parcel.

Presenters: Sage Sangiacomo, City Manager and Craig Schlatter, Community Development Director.

Vice Mayor Crane recused himself due to a conflict of interest, and stepped out of the room at 7:24 p.m.

Motion/Second: Brown/Scalmanini to approve the Community Development Director Determination that the purchase of one parcel located on Norgard Lane, APN 184-080-27, qualifies for a CEQA exemption and consider authorization to the City Manager to Negotiate and Execute a Purchase Agreement (*COU No. 1819-191*) for the Norgard Lane parcel. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None. Vice Mayor Crane recused himself.

Vice Mayor Crane returned to the Dais at 7:31 p.m.

d. Introduction of Ordinance Amending Ukiah City Code Section 5127 to Increase the Time for City Council Review of a Local Emergency Declaration from 14 to 60 Days.

Presenter: Sage Sangiacomo, City Manager.

Motion/Second: Crane/Orozco to revise the ordinance from a time frame of 60 days to 45 days and introduce the ordinance by title only. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

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

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING SECTION 5127 OF ARTICLE 3, CHAPTER 2, DIVISION 6 OF THE UKIAH CITY CODE REQUIRING CITY COUNCIL REVIEW OF LOCAL EMERGENCY DECLARATION BY DIRECTOR OF EMERGENCY SERVICES.

Motion/Second: Crane/Brown to Introduce the Ordinance amending Ukiah City Code Section 5127, with the modification to change the time frame to 45 days. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

e. Adopt Resolution Supporting Energy Upgrade California (EUC), an Educational Initiative of the California Public Utilities Commission

Presenters: Mayor Mulheren and Sage Sangiacomo, City Manager.

Motion/Second: Crane/Orozco to adopt resolution (2019-10) supporting Energy Upgrade California (EUC), an educational initiative of the California Public Utilities Commission. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

f. 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).

Presenters: Mayor Mulheren and Sage Sangiacomo, City Manager.

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

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

No Closed Session was held.

15. ADJOURNMENT

There being no further business, the meeting adjourned at 7:49 p.m.

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Report to City Council Regarding Contract for Professional Services with North Bay Professional Officials for Adult Basketball Referees.

DEPARTMENT: Community Services

PREPARED BY: Julie Whiteakar

ATTACHMENTS:

[Attachment 1 - 2019 NBPO Contract](#)

Summary: The City Council will receive a report regarding a contract for professional services with the North Bay Professional Officials for adult basketball referees.

Background: The Recreation Division manages officiating service contracts for a variety of sports leagues. North Bay Professional Officials (NBPO) has provided officiating services for both the adult men and women basketball programs under the expiring contract since 2013. NBPO is a regional group of officials and has provided excellent service for our basketball league.

Discussion: Pursuant to the requirements of Section 1522 of the Municipal Code, Staff is filing with the City Council this report regarding the contract with North Bay Professional Officials (NBPO) to provide officials for the 2019 Adult Basketball Leagues. This program continues to be successful and currently provides an activity for 200 participants.

Staff is recommending approval of the contract with NBPO (Attachment 1), thereby securing their services for

RECOMMENDED ACTION: Receive Report

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$7,688 - 10022821.52100

PROPOSED BUDGET AMOUNT: \$12,000 - 10022821.52100

FINANCING SOURCE: Adult Basketball Revenue - 10022821.44915

PREVIOUS CONTRACT/PURCHASE ORDER NO.: COU No. 1819-168

COORDINATED WITH: Mary Horger, Procurement Manager

Approved: _____


Sage Sangiacomo, City Manager

the 2019 sports league season. NBPO and the City have agreed the score-keeping services will be consolidated with the City's other onsite management/coordinating efforts that include registration, roster checks and player fee collection conducted by part-time, seasonal Department Staff.

Adult Basketball Contracted Services has a remaining budget of \$7,688 for 18/19 FY. The contract is expected to roll over for the new 19/20 FY with a budget of \$12,000.

AGREEMENT FOR PROFESSIONAL SPORTS OFFICIATING

THIS AGREEMENT entered in Ukiah, California on January 13, 2019 ("Effective Date"), between the City of Ukiah, a general law city ("CITY") and the North Bay Professional Official's Inc., a corporation, ("CONTRACTOR"), collectively, "the parties."

RECITALS

1. CITY Community Services Department desires to contract with a qualified firm to provide trained officials adult basketball games conducted by the CITY Community Services Department.
2. CONTRACTOR represents to CITY that it is an association of trained officials qualified to officiate adult basketball games.

AGREEMENTS

In consideration of the above recitals and the following terms and conditions, the parties agree as follows:

1. TERM

The Term of this agreement is for a period of one (1) year commencing on the Effective Date. CITY and CONTRACTOR may, upon mutual agreement of the parties, extend this Agreement.

2. SCOPE OF SERVICE

The CONTRACTOR shall be required to provide the services described as follows:

- a. Provide two (2) officials per Adult basketball games for the 2019 calendar year, as per schedule provided by the CITY.
- b. Officiating shall be per the most current official adult basketball rules for the year when the officiating is taking place.
- c. Officials provided by CONTRACTOR shall be dressed in a standard officiating uniform, and conduct themselves in a professional manner at all times.

3. STANDARD OF PERFORMANCE

Contractor agrees to provide a high standard of performance in the execution of all obligations and duties as herein provided. The City reserves the right through the office of the City Manager to instruct the CONTRACTOR as to the standard of performance when deemed necessary.

4. CITY RESPONSIBILITIES

- a. Provide a safe environment and take on all responsibilities of field or court conditions. Fields and courts will be fit for play and be in accordance with Articles 1.01 through 1.7, Section 1, Rule 1 of the 2019 official basketball rules. Failure to do so will cause the CONTRACTOR not to provide officials for the CITY.
- b. Provide an environment free from alcoholic beverages, tobacco products and narcotics.

4. COMPENSATION

As compensation for all services of CONTRACTOR in performance of this Agreement, CITY shall pay CONTRACTOR as follows:

- a. Flat Fee: \$88.00 to provide two (2) officials per game

b. **Fee Adjustments:**

- i. Any game site changes or time changes made by the CITY within 7 days of the original assignment will be assessed a \$10.00 charge to the CITY (MSBL only).
 - ii. The CITY will be charged half a game fee for any game cancellations on game day, and a full game fee if said cancellation is within two hours of game time.
 - iii. If an official is more than 15 minutes late for an assigned game, the CITY will pay at a rate of 75% of the game fee.
- c. **Payment Terms:** The CITY will be billed halfway through the season for the games officiated, and the balance at the end of the season for the remaining games officiated. Payment will be made within 20 calendar days of invoice receipt, subject to CITY review and agreement of amounts invoiced.

5. **RELATIONSHIP OF PARTIES**

CONTRACTOR and its members, officers, agents and employees, in performing under this Agreement, are independent contractors and have control over the work and the manner in which it is performed. They are free to contract for similar services to be performed for other employers during the term of this Agreement. CONTRACTOR, its members, officers, agents and employees are not employees or agents of the CITY and not entitled to sick leave, vacation, health and welfare benefits, retirement benefits, worker's compensation, or any other leave or benefit for employees of the City.

6. **NOTICES**

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, it shall be deemed to have been given when personally delivered, or when deposited in the United States mail with proper first class postage affixed thereto and addressed as follows:

CITY:
Tami Bartolomei
Community Services Administrator
411 West Clay Street
Ukiah, CA 95482
(707) 467-5765
Email: tbartolomei@cityofukiah.com

CONTRACTOR:
Ruben Candelaria, President
North Bay Professional Official's Inc.
419 Enterprise Drive
Rohnert Park, CA 94928
(707) 483-6039
Email: rubo451@sbcglobal.net

7. **MODIFICATION**

This agreement shall not be modified, except in writing, by contract amendment, executed by all parties. Oral change orders are not permitted. No change in this contract shall be made unless the City of Ukiah gives its prior written approval. The CONTRACTOR shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the contract and signed by the City of Ukiah.

8. **ADDITIONAL SERVICES**

During the contractual period covered by this Agreement, CITY may request CONTRACTOR to provide services in addition to the services provided hereunder. CONTRACTOR may, at its option, agree to provide such additional services upon terms and conditions mutually agreed upon in writing by CITY and CONTRACTOR.

9. **CONTRACTING OFFICER REPRESENTATIVE**

The Contracting Officer's Representative (COR) provides routine communication and guidance to the contractor. The COR is also delegated authority to increase or decrease services in the scope of work of this agreement though the use of administrative change orders if such change does not increase the encumbrance or total contract funding of this agreement. The COR is not authorized to increase encumbrance or total contract funding, nor is the COR authorized to increase the scope of work.

The COR for this agreement is:

Julie Whiteaker
Sports Coordinator
411 West Clay
Ukiah, CA 95482
(707) 463-6714

10. **ADMINISTRATIVE CHANGE ORDER:**

A change order to the contract is a change which does not change the scope of work or intent of the contract as awarded by the original signature authority. Administrative change orders will be limited to minor changes in contract work assignments. Change orders which result in additional cost shall require the approval of the City Purchasing Agent or appropriate award authority as defined under City policy. Change orders which do not result in additional contract cost can be authorized by the Contracting Officer Representative (COR).

11. **TERMINATION OF CONTRACT FOR DEFAULT**

If at any time, in the opinion of the City Manager, upon recommendation of the Community Services Department; 1) CONTRACTOR fails to conform to the requirements of this contract; 2) CONTRACTOR seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceedings are commenced against CONTRACTOR which may interfere with the performance of the contract; or 4) CONTRACTOR has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing may be served upon him, and should he neglect to refuse to provide means for a satisfactory compliance with the contract as directed by the City of Ukiah Community Services Department within fifteen (15) days from the time specified in such notice the City Manager in any such case shall have the right and power, at its option and without prejudice to any other right it may have, to terminate the contract. Any cost arising termination of this Agreement by City in accordance with this paragraph will be charged against the CONTRACTOR and his sureties, who will be liable thereof. In the event of such termination, all monies due the CONTRACTOR or retained under terms of the contract shall be forfeited to the City, but such forfeiture will not release the CONTRACTOR or his sureties from liability for failure to fulfill the contract.

12. **TERMINATION FOR CONVENIENCE**

- A. This Agreement may be terminated by either party by giving fifteen (15) days notice to the other in writing of its intent to terminate the Agreement.
- B. Upon such termination, CONTRACTOR shall submit to CITY an itemized statement of services performed to the date of termination.

13. **ASSIGNMENT AND SUBCONTRACTING**

The CONTRACTOR shall not assign or subcontract the work, or any part thereof, without the prior written consent of the CITY, nor shall he assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of the CITY has been obtained. No right under this contract, nor claim for money due or to become due hereunder shall be asserted against the CITY, or persons acting for the CITY, by reason of any so-called assignment of this contract or any part thereof, unless such assignment has been authorized by the written consent of the CITY. In case the CONTRACTOR is permitted to assign monies due or to become due under this contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of work.

Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him, his subcontract shall be immediately terminated by the CONTRACTOR upon notice from the CITY. The CONTRACTOR shall be fully responsible and accountable to the CITY for the acts and omissions of his subcontractors, and of persons directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in this contract shall create any contractual relation between any subcontract and the CITY.

The CONTRACTOR shall not, without the consent of the City, either:

- 1) Substitute any person as subcontractor in place of the subcontractor designated in the original proposal;
- 2) Permit any subcontract to be voluntarily assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the proposal; or
- 3) Sublet or subcontract any portion of the work in excess of one-half of one percent (.5%) of the total proposal as to which the contractor's original proposal did not designate a subcontractor.

14. **INDEMNIFY AND HOLD HARMLESS AGREEMENT**

CONTRACTOR agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the CITY, its officers, and employees, from actions, claims, damages, disabilities or the cost of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by the CONTRACTOR hereunder, whether or not there is concurrent negligence on the part of the CITY, but excluding liability due to the active negligence or willful misconduct of the CITY. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages to compensation payable to or for CONTRACTOR or its agents, under workers' compensation acts, disability benefits acts or other employees' benefits acts.

CONTRACTOR shall be liable to CITY for any loss of or damage to City property arising from contractor's negligence or willful misconduct.

As to events which occur during CONTRACTOR's performance of this Agreement, City shall hold CONTRACTOR harmless from and defend CONTRACTOR against all claims, liability, damage, or loss arising out of any injury or death of any person or

damage to or destruction of property attributable to the negligent or willfully wrongful act or omission of City or its officers and employees, where the injury, death or damage is caused by the sole and active negligence or willful misconduct of City or City's employees.

15. **INSURANCE**

Without limiting CONTRACTOR's obligations arising under Paragraph 16, above, CONTRACTOR shall not begin work under this Contract until it procures and maintains for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with its performance under this Agreement.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office ("ISO") Commercial General Liability Coverage Form No. CG 00 01 11 85.

B. Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

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

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 CONTRACTOR 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 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 CONTRACTOR, products and completed operations of the CONTRACTOR, premises owned, occupied or used by the CONTRACTOR, or automobiles owned, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope-of-protection afforded to the City, its officers, officials, employees or volunteers.

b. The CONTRACTOR'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 excess of the CONTRACTOR'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 CONTRACTOR'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. 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 CONTRACTOR's performance of the work, pursuant to this Agreement.

3. 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 insurers with a Best's rating of no less than A:VII and who are admitted insurers in the State of California.

F. Verification of Coverage

CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR that City has paid the premium.

G. Subcontractors

If CONTRACTOR uses subcontractors or subcontractors, it shall cover them under its policies or require them to separately comply with the insurance requirements set forth in this Paragraph 17.

16. **SUCCESSORS AND ASSIGNS**

CITY and CONTRACTOR each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

17. **LEGAL REQUIREMENTS AND PERMITS**

The CONTRACTOR agrees to fully comply with all local, City, State and Federal laws regulations and ordinances governing performance of contractual services required hereunder, and it will be the responsibility of the CONTRACTOR to obtain any and all necessary licenses, permits and/or clearances.

18. **WAIVER OF BREACH.**

One or more waivers of a breach of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval of either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

19. **TIME IS OF THE ESSENCE**

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

20. **LEGALITY**

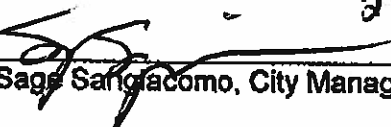
If any provisions of this agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

21. **DUPLICATE ORIGINALS**

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date.

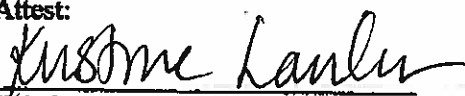
City of Ukiah


Sage San Giacomo, City Manager

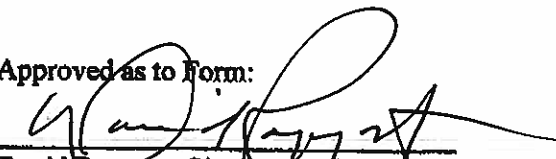
North Bay Professional Officials Inc.


Ruben Candelaria, President

Attest:


Kristine Lawler, City Clerk

Approved as to Form:


David Rapport, City Attorney



AGENDA SUMMARY REPORT

SUBJECT: Renew and Continue Resolution 2019-09 for a Proclamation of a Local Emergency Related to the 2019 Winter Storm Event.

DEPARTMENT: Administration

PREPARED BY: Tami Bartolomei

ATTACHMENTS:

[Attachment 1 - Local Emergency City of Ukiah](#)

[Attachment 2 - Resolution 2019-08](#)

[Attachment 3 - Resolution 2019-09](#)

[Attachment 4 - RESOLUTION Renewal and Continuing of a Proclamation RV](#)

Summary: Council will Consider Approval to Renew and Continue the Local Emergency Resolution No. 2019-09 Declaring a Local Emergency Related to the 2019 Winter Storm Events.

Background: On February 27, 2019, the City Manager/Emergency Director, under the authority in Ukiah City Code Section (5125 (Ordinance No. 995, §1), proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah (Attachment 1).

On March 6, 2019 City Council agreed with the City Manager/Emergency Director and ratified and adopted Resolution No. 2019-08 (Attachment 2).

On March 20, 2019 City Council approved the renewal and continuing of a Local Emergency Resolution No.

RECOMMENDED ACTION: Approve the renewal and continuation of the Local Emergency Resolution No. 2019-09 declaring a local emergency related to the 2019 winter storm event.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

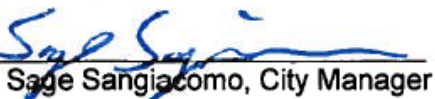
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager and David Rapport, City Attorney

Approved:


Sage Sangiacomo, City Manager

Discussion: Rainfall continues throughout the Ukiah Valley, soils are saturated, run-off continues, and conditions at the City's Waste Water Treatment Plant continue to be at risk. State and Federal recovery agencies, California Office of Emergency Services, and FEMA visited the City of Ukiah on March 7, 2019, and completed a preliminary damage assessment summary. The total cost of this assessment was estimated at \$1,588,000. Included in these costs were equipment use and staff response costs to the disaster emergency, and damages to both the Wastewater Treatment Plant and Water Treatment Plant.

Renewal and continuing a Local Emergency Resolution Proclamation issuance must take place every 14 days until terminated. Staff is recommending Council approve renewing and continuing Resolution No. 2019-09 (Attachment 4) because of the potential risks that still exist.

RESOLUTION PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, Ukiah City Code Section 5125 (Ordinance No. 995, §1) empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when said city is affected or likely to be affected by a public calamity and the City Council is not in session: and

WHEREAS, on February 21, 2019, the Governor of California proclaimed that the atmospheric river system that has swept across California has created conditions producing a State of Emergency in counties throughout the state; and

WHEREAS, the County of Mendocino proclaimed a Local Emergency on February 26, 2019, due to the severe winter storms commencing on February 25, 2019; and

WHEREAS, the Director of Emergency Services of the City of Ukiah does hereby find that conditions of extreme peril to the safety of persons and property have arisen within the City, caused by the severe winter storms which began to impact the City on February 25, 2019; and

WHEREAS, on the February 26, 2019, heavy rains from the winter storm have produced inflows to the City's Wastewater Treatment Plant that exceed the secondary effluent storage capacity of the plant's percolation ponds; and

WHEREAS, these conditions are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, the City Council of the City of Ukiah is not in session (and cannot immediately be called into session);

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout the City of Ukiah.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and ordinances and resolutions of this City, and that this emergency proclamation shall expire in 7 days after issuance unless confirmed and ratified by City Council of the City of Ukiah.

Dated: 2-27-19 By: Sage Squire
Director of Emergency Services

Print Name Sage Squire
Address 300 Seminar, Ave.

RESOLUTION NO. 2019-08**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH RATIFYING FEBRUARY 27, 2019, PROCLAMATION OF A LOCAL EMERGENCY****WHEREAS:**

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City") beginning February 25th and conditions still exists. A true and correct copy of the Resolution Proclaiming Existence of a Local Emergency is attached hereto as Exhibit A and incorporated herein by this reference; and
2. While heavy rainfall has temporarily stopped, soils are saturated, heavy run-off continues, conditions at the City's Wastewater Treatment Plant continue to risk a breach of the holding ponds, and additional rainfall is predicted, all of which threaten to continue or create local emergency conditions; and
3. The City Council has reviewed Exhibit A and concurs with the findings in the Proclamation; and
4. The City Council will review this declaration at its next regular meeting, occurring not more than 14 days from the date the Resolution Proclaiming Existence of a Local Emergency is ratified by this resolution;

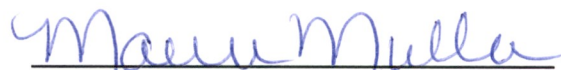
NOW, THEREFORE, BE IT RESOLVED that the City Council hereby ratifies the proclamation of a "local emergency" by the Director of Emergency Services and proclaims and orders that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council. The City Council shall review the need for continuing the local emergency at least once every 14 days until its termination is proclaimed by the City Council.

BE IT FURTHER RESOLVED that the City Council hereby proclaims and orders that during the existence of a local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of the City shall be those prescribed by (1) state law, (2) City ordinances and resolutions adopted by the City Council and (3) the City Operational Area Emergency Plan, as approved by the City Council.

BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the County of Mendocino Office of Emergency Services (OES) with a request that OES forward the Resolution to California Office of Emergency Services Director, Mark Ghilarducci for concurrence of a local emergency.

PASSED AND ADOPTED this 6th day of March 2019, by the following roll call vote:

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


 Maureen Mulheren, Mayor

ATTEST:


 Kristine Lawler, City Clerk

RESOLUTION PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, Ukiah City Code Section 5125 (Ordinance No. 995, §1) empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when said city is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, on February 21, 2019, the Governor of California proclaimed that the atmospheric river system that has swept across California has created conditions producing a State of Emergency in counties throughout the state; and

WHEREAS, the County of Mendocino proclaimed a Local Emergency on February 26, 2019, due to the severe winter storms commencing on February 25, 2019; and

WHEREAS, the Director of Emergency Services of the City of Ukiah does hereby find that conditions of extreme peril to the safety of persons and property have arisen within the City, caused by the severe winter storms which began to impact the City on February 25, 2019; and

WHEREAS, on the February 26, 2019, heavy rains from the winter storm have produced inflows to the City's Wastewater Treatment Plant that exceed the secondary effluent storage capacity of the plant's percolation ponds; and

WHEREAS, these conditions are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, the City Council of the City of Ukiah is not in session (and cannot immediately be called into session);

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout the City of Ukiah.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and ordinances and resolutions of this City, and that this emergency proclamation shall expire in 7 days after issuance unless confirmed and ratified by City Council of the City of Ukiah.

Dated: 2-27-19

By: Sgt. Squire

Director of Emergency Services

Print Name Sgt. S. Squire

Address 300 Seminar, Ave.

RESOLUTION NO. 2019-09

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH RATIFYING FEBRUARY 27, 2019, PROCLAMATION OF A LOCAL EMERGENCY**WHEREAS:**

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City") beginning February 25th and conditions still exists. A true and correct copy of the Resolution Proclaiming Existence of a Local Emergency is attached hereto as Exhibit A and incorporated herein by this reference; and
2. While heavy rainfall has temporarily stopped, soils are saturated, heavy run-off continues, conditions at the City's Wastewater Treatment Plant continue to risk a breach of the holding ponds, and additional rainfall is predicted, all of which threaten to continue or create local emergency conditions; and
3. The City Council has reviewed Exhibit A and concurs with the findings in the Proclamation; and
4. The City Council will review this declaration at its next regular meeting, occurring not more than 14 days from the date the Resolution Proclaiming Existence of a Local Emergency is ratified by this resolution;

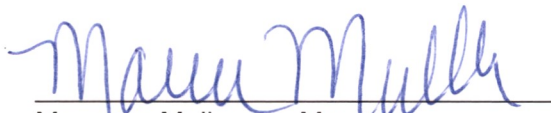
NOW, THEREFORE, BE IT RESOLVED that the City Council hereby ratifies the proclamation of a "local emergency" by the Director of Emergency Services and proclaims and orders that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council. The City Council shall review the need for continuing the local emergency at least once every 14 days until its termination is proclaimed by the City Council.

BE IT FURTHER RESOLVED that the City Council hereby proclaims and orders that during the existence of a local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of the City shall be those prescribed by (1) state law, (2) City ordinances and resolutions adopted by the City Council and (3) the City Operational Area Emergency Plan, as approved by the City Council.

BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the County of Mendocino Office of Emergency Services (OES) with a request that OES forward the Resolution to California Office of Emergency Services Director, Mark Ghilarducci for concurrence of a local emergency.

PASSED AND ADOPTED this 20th day of March 2019, by the following roll call vote:

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


 Maureen Mulheren, Mayor

ATTEST:


 Kristine Lawler, City Clerk

RESOLUTION PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, Ukiah City Code Section 5125 (Ordinance No. 995, §1) empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when said city is affected or likely to be affected by a public calamity and the City Council is not in session: and

WHEREAS, on February 21, 2019, the Governor of California proclaimed that the atmospheric river system that has swept across California has created conditions producing a State of Emergency in counties throughout the state; and

WHEREAS, the County of Mendocino proclaimed a Local Emergency on February 26, 2019, due to the severe winter storms commencing on February 25, 2019; and

WHEREAS, the Director of Emergency Services of the City of Ukiah does hereby find that conditions of extreme peril to the safety of persons and property have arisen within the City, caused by the severe winter storms which began to impact the City on February 25, 2019; and

WHEREAS, on the February 26, 2019, heavy rains from the winter storm have produced inflows to the City's Wastewater Treatment Plant that exceed the secondary effluent storage capacity of the plant's percolation ponds; and

WHEREAS, these conditions are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, the City Council of the City of Ukiah is not in session (and cannot immediately be called into session);

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout the City of Ukiah.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and ordinances and resolutions of this City, and that this emergency proclamation shall expire in 7 days after issuance unless confirmed and ratified by City Council of the City of Ukiah.

Dated: 2-27-19

By: 
Director of Emergency Services

Print Name Sage S. Squire
Address 300 Seminar, Ave.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH
CONTINUING OF A PROCLAMATION OF A LOCAL EMERGENCY FOR THE
CITY OF UKIAH**

WHEREAS:

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services ("Director") proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City"); and

2. On March 6, 2019, City Council adopted Resolution 2019-8 ratifying the Director's February 27, 2019 proclamation of a "local emergency" and proclaimed and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.

3. On March 20, 2019, City Council approved continuing of the Local Emergency Resolution Proclamation.

4. Rainfall continues throughout the Ukiah Valley, soils are saturated, run-off continues, conditions at the City's Wastewater Treatment Plant continue to be at risk, all of which threaten to continue or create local emergency conditions; and

5. The City Council will review this declaration at its April 17th regular meeting, occurring not more than 14 days from the date this resolution is adopted;

NOW, THEREFORE, BE IT RESOLVED that the local emergency continues to exist and shall be deemed to continue until it is further reviewed by the City Council.

BE IT FURTHER RESOLVED that the City Council hereby proclaims and orders that during the existence of a local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of the City shall be those prescribed by (1) state law, (2) City ordinances and resolutions adopted by the City Council and (3) the City Operational Area Emergency Plan, as approved by the City Council.

BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the County of Mendocino Office of Emergency Services (OES) with a request that OES forward the Resolution to California Office of Emergency Services Director, Mark Ghilarducci for concurrence of a local emergency.

PASSED AND ADOPTED this 3rd day of April 2019, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approve Contract Amendment with Ukiah Waste Solutions for Biosolids Removal at the Wastewater Treatment Plant.

DEPARTMENT: Water Resources

PREPARED BY: Mary Horger

ATTACHMENTS:

[Attachment 1 - Biosolid Removal Contract](#)

[Attachment 2 - Amendment 1](#)

[Attachment 3 - Amendment 2 - Draft](#)

Summary: Council will consider approving a contract amendment with Ukiah Waste Solutions for Biosolids Removal at the Wastewater Treatment Plant.

Background: The City of Ukiah's Wastewater Treatment Plant treats and processes approximately 1,600 tons of biosolids annually. Biosolids produced at the treatment plant facility are treated to meet Class "B" requirements per EPA 40 CFR, 503.

Biosolids are dewatered on a belt filter press with solids content 18% or greater. The biosolid hauling services consist of leaving a trailer or drop box at the treatment plant to allow loading at staff's convenience. When the container is full, the contractor is called to remove and route the biosolids to an accepting, pre-approved disposal site.

RECOMMENDED ACTION: Approve contract amendment with Ukiah Waste Solutions for Biosolids Removal at the Wastewater Treatment Plant.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 84027225.52100: \$162,989.79

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: COU No. 1516-143

COORDINATED WITH: Sean White, Water Resources Director

Approved: _____


Sage Sangiacomo, City Manager

Discussion: On December 16, 2015, Council approved a two-year contract with Ukiah Waste Solutions for the removal of biosolids at the Wastewater Treatment Plant. Please see Attachment 1 for a copy of the contract. On December 20, 2017, Council approved Amendment 1 to the contract, extending the agreement for an additional year, and increasing the cost from \$48 per ton to \$50 per ton. Please see Attachment 2 for a copy of Amendment 1.

Staff is requesting approval to amend the existing contract for one additional year, increasing the price from \$50 per ton to \$52 per ton. Please see Attachment 3 for a copy of Amendment 2.

In the meantime, during the course of this next year, staff is exploring replacement of the existing belt filter press. The new belt filter press is expected to produce a biosolid at a class that would be accepted in any landfill, or even sold as fertilizer, which would eliminate this level of service.

CONTRACTContract number must appear on all
invoices**CITY OF UKIAH**

SUBMIT DUPLICATE INVOICES
TO: ACCOUNTS PAYABLE
300 SEMINARY AVENUE
UKIAH, CA 95482
ACCTS. PAYABLE: (707) 483-6230
PURCH. DEPT: (707) 483-6233
PURCH. FAX: (707) 483-6234

CONTRACT NO. 1516143

PAGE 1 OF 1

DATE: 12/30/15

VENDOR:

UKIAH WASTE SOLUTIONS
PO Box 60
Ukiah, CA 95482

SHIP TO:

CITY OF UKIAH - WWTP
300 Plant Road
Ukiah, CA 95482

FOB: Ukiah

ACCOUNT	ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	1	3200 Tons (Approximate)	BIOSOLID CONTRACT - 2 YEAR CONTRACT UNIT PRICE CONTRACT INVOICING WILL BE BASED ON ACTUALS. TERM: 1/1/2016 THROUGH 12/31/2017. Approved by City Council: 12/16/15 As per Bid Opening: 12/10/15	\$ 48.00	
					SUBTOTAL 0.00 TAX: TOTAL: \$0.00

Attachments listed below are included as part of the contract.

No other terms and conditions will be accepted unless agreed to and signed by both parties

Attachments: Terms & Conditions
BID DOCS

APPROVED BY:

 MARY HORGER, PURCHASING SUPERVISOR

12/30/15

DATE

ACCEPTED BY:

 BRUCE MCCRACKEN, V.P., UKIAH WASTE SOLUTIONS

12/30/15

DATE

1. **GENERALLY.** These Terms and Conditions of Sale ("Terms and Conditions") apply to all purchases by City of Ukiah. (Referred to as "Buyer"). The supplier of goods and services under this transaction is herein referred to as "Seller". The goods or service purchased are referred to as the "Purchase."

2. **TERMS EXCLUSIVE.** Buyer will order the goods or services described herein only upon the terms and conditions contained herein. Seller's acceptance of this order shall occur either through commencement of performance under this order or acknowledgment of this order. By accepting this order, Seller waives all terms and conditions contained in its quotation, acknowledgment, invoice or other documents which are different from or additional to those contained herein and all such different or additional terms and conditions shall be null and void. **SELLER MAY NOT CHANGE MATERIAL OF MANUFACTURE, SOURCES OF SUPPLY, MANUFACTURING PROCESS OR LOCATION WITHOUT THE PRIOR WRITTEN CONSENT OF BUYER.**

3. **INSPECTION.** All goods shall be received subject to Buyer's inspection and rejection. Defective goods and goods otherwise not conforming to this order shall be held for Seller's instruction and at Seller's risk, and if Seller so directs, shall be returned at Seller's expense. No defective goods shall be replaced without a new purchase order. Payment by Buyer shall not be construed as an acceptance of goods. Buyer may return to Seller any non-defective, excess goods within thirty (30) days of receiving them.

4. **CHANGES.** City may make changes within the general scope of this order in drawings and specifications for specially manufactured supplies, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of this order, an equitable adjustment in the price or delivery or both must be made. No change by Seller is allowed without City's written approval. Any claim by Seller for an adjustment under this section must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless City waives this condition in writing. Nothing in this section excuses Seller from proceeding with performance of the order as changed.

5. **TERMINATION.** City may terminate this order at any time, either verbally or in writing, with or without cause. Should termination occur, City will pay Seller as full performance until such termination the unit or pro rata order price for the performed and accepted portion of the Purchase. City may provide written notice of termination for Seller's default if Seller refuses or fails to comply with this order. If Seller does not cure such failure within a reasonable time period, or fails to perform the Purchase within the time specified (or allowed by extension), Seller will be liable to City for any excess costs incurred by City.

6. **TIME EXTENSION.** Time is of the essence City may extend the time for completion if, in City's sole determination, Seller was delayed because of causes beyond Seller's control and without Seller's fault or negligence. In the event delay was caused by City, Seller's sole remedy is limited to recovering money actually and necessarily expended by Seller because of the delay; there is no right to recover anticipated profit.

7. **REMEDIES CUMULATIVE.** City's rights and remedies under this order are not exclusive and are in addition to any rights and remedies provided by law.

8. **TITLE.** Title to materials and supplies purchased under this order pass directly from Seller to City upon City's written acceptance following an actual inspection and City's opportunity to reject.

9. **PAYMENT.** City will pay Seller after receiving acceptable invoices for materials and supplies delivered and accepted or services rendered and accepted. City will not pay cartage, shipping, packaging or boxing expenses unless specified in this order.

10. **INDEMNIFICATION.** Seller agrees to indemnify and hold harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of the Purchase or the order, or their performance. Should City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the Purchase or order, or their performance, Seller will defend City (at City's request and with counsel satisfactory to City) and indemnify City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "City" includes City's officers, elected officials, and employees. This paragraph 9 will survive termination of this order. The requirements as to the types and limits of insurance coverage to be maintained by Seller, and any approval of such insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Seller pursuant to this order, including, without limitation, to the provisions concerning indemnification.

11. **WARRANTY.** Seller agrees that the Purchase is covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar supplies or services, or such other more favorable warranties as is specified in this order. Warranties will be effective notwithstanding any inspection or acceptance of the Purchase by City.

12. **ASSIGNMENT.** City may assign this order. Except as to any payment due under this order, Seller may not assign or subcontract the order without City's written approval. Should City give consent, it will not relieve Seller from any obligations under this order and any transferee or subcontractor will be considered Seller's agent.

13. **INSURANCE.** Seller must provide the insurance indicated on the face sheet of this order.

14. **PERMITS.** Seller must procure all necessary permits and licenses, and abide by all federal, state, and local laws, for performing this order.

15. **INDEPENDENT CONTRACTOR.** City and Seller agree that Seller will act as an independent contractor and will have control of all work and the manner in which it is performed. Seller will be free to contract for similar service to be performed for other employers while under contract with City. Seller is not an agent or employee of City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides for its employees. Any provision in this order that may appear to give City the right to direct Seller as to the details of doing the work or to exercise a measure of control over the work means the Seller will follow the direction of the City as to end results of the work only.

16. **WAIVER.** City's review or acceptance of, or payment for, work product prepared by Seller under this order will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Seller's performance. A waiver by City of any breach of any term, covenant, or condition contained in this order will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this order, whether of the same or different character.

17. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Mendocino County.

REQUEST FOR BID

BIOSOLIDS REMOVAL
CITY OF UKIAH WASTEWATER TREATMENT FACILITY
December 2015

The City of Ukiah invites bids to furnish all labor, equipment, transportation and services necessary for the pick-up and disposal of class "B" Biosolids produced and stored at the City of Ukiah Wastewater Treatment facility located at 300 Plant Road, Ukiah, CA 95482.

Bids will be received until 5:00 p.m. on December 10, 2015 at the office of the Purchasing Supervisor, Mary Horger, 411 West Clay Street, Ukiah, CA 95482. Phone: (707) 463-6233.

BIDS MUST BE SIGNED. Bids may be faxed, mailed, emailed, or hand delivered. Fax number to send to: (707) 313-3621. Email address to send to: mhorger@cityofukiah.com

Quantities shown are approximate and in no way obligate the City of Ukiah to provide the full amount specified. Bidder guarantees unit price if fewer units are provided.

INSTRUCTIONS TO BIDDERS

In determining and evaluating the best bid, the prices will not necessarily be controlling element; methods of disposal, efficiency, the type and frequency of Laboratory Analyses required by disposal sites, experience with the transportation and handling of Biosolids, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant factors. Contractors shall be required to provide the information requested under Work Performance History Capability. This information will be a critical part of the bid evaluation and award. Failure to provide this information may be sufficient reason to declare the bid non-responsive.

INSURANCE

Contractor shall submit to the City, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under insurance requirements. (2 pages attached.)

It is highly recommended that contractors confer with their respective insurance carriers or brokers the availability of insurance certificates and endorsements as prescribed and provided herein. If an awarded contractor fails to comply with the insurance requirements, that contractor may be disqualified from contract. If you have questions regarding the City's requirements, please contact the City's Risk Manager at 707-463-6287.

LICENSE REQUIREMENTS

Bidder/Contractor must possess City of Ukiah business license. For information contact Kathy Norris at 707-463-6202, Finance Department. Bidder shall provide proof of possession of the proper licenses and certificates of registration necessary to perform the work. Employees actually performing the tasks shall provide proof of proper certificates of registration for same. Where subcontractors are used, bidder shall provide the City with proof of proper licenses, certificates and proof of insurance for work performed.

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

1) COMPLIANCE WITH LAWS & REGULATIONS: All equipment, transportation and disposal services furnished pursuant to these specifications shall be in compliance with the laws and regulations of the State of California, Department of Transportation, U.S. EPA and OSHA. The contractor shall, if requested by the City, supply certification and evidence of such compliance.

2) LEGAL REQUIREMENTS & PERMITS: The contractor agrees to fully comply with all local, City, State and Federal laws, regulations and ordinances governing performance of contractual services required hereunder, and it will be the responsibility of the contractor to obtain any and all necessary licenses, permits and/or clearances. Any costs incurred by the contractor to obtain these licenses, permits or clearances, including the actual cost of licenses, permits or clearances are the responsibility of the contractor.

SPECIFICATIONS:

Biosolids produced at the Treatment Facility, are treated to meet Class "B" requirements per EPA 40 CFR, 503. Biosolids are dewatered on a Belt Filter Press with a solids content ranging from 23 to 26 percent.

- Requires trailer or drop box to be left at Treatment Plant to allow loading at Staff's convenience.
- Trailer or drop box to be picked up with 72 hours of notification. (Weekends and holidays excluded.)
- Requires year round disposal.
- All prices quoted at a Per/Ton rate.
- All disposals of Biosolids shall be in a manner in which the City of Ukiah will receive recycling credit, i.e. beneficial use, land application, composting, reforestation, alternative daily cover and cap.
- Bidder must declare the methods and disposal sites to be used at time of bid.
- Bidder to supply route maps to disposal sites for approval prior to award of bid. These disposal sites and routes may not be changed during the time the contract is in force unless mutually agreed upon by both parties. (Driver on an emergency basis may vary routes.)
- Bidder shall provide monthly reports showing tonnage and disposal sites, plus an annual report showing all information as required by U.S. EPA for class "B" Biosolids.
- Bidder shall use best management practices for transportation and disposal of Biosolids, i.e. cover loads when applicable, dust control measures, safe handling practices.
- For beneficial use, the Contractor(s) are required to comply with USEPA 40CFR part 503 standards. The Contractor shall be required to provide all associated approved Federal, State, and Local regulatory permits for all hauling, processing, and beneficial use activities identified in the scope of work. Permits shall accommodate the hauling of all biosolids quantities specified herein, throughout the entire term of the contract. All costs associated with obtaining the required permits and related testing, monitoring, and record keeping, shall be borne by the contractor and shall be considered part of the proposed compensation for services.
- During the course of this contract, the Contractor shall be aware and in compliance with existing, revised, and new Federal, State, and Local rules and regulations covering its activities in connection with this work. Changes in regulations or practices necessitated by any revision in rules and regulations shall be brought to the attention of the City sufficiently in advance of their implementation. Changes in regulations shall not constitute justification for contract amendments, additional compensation, or relaxation of the responsibility of the Contractor to provide the required services.
- All necessary permits for each beneficial use and landfill site shall indicate that such sites can receive dewatered biosolids with a solids content of 18% or greater must be obtained and submitted to the City as part of the bid documents. The Contractor must obtain City approval, in writing, to haul to the proposed site for which the required documentation has been submitted.
- City personnel shall be permitted to inspect the Contractor's beneficial use and landfill site(s), at any time and without prior notification to the Contractor.
- During the course of this contract the Contractor shall at all times have sufficient capacity (including land and/or processing facilities) for handling and disposing of up to nine hundred (1800) wet tons per year.

While the City makes no guarantees of quantities available for disposal, for estimating purposes the amount of daily production of biosolids is approximately 133 tons per month.

BIOSOLIDS REMOVAL PROPOSAL

In the event of a discrepancy in figures on the proposal form, the unit price (in tonnage) shall prevail for calculations made to obtain total prices.

Contract will be awarded to the overall lowest bidder.

ONE YEAR PRICING	Estimated Yearly Quantity	Per Ton Unit Price
Biosolids Daily Production	1600 Tons	\$ 48 ⁰⁰

TWO YEAR PRICING	Estimated Yearly Quantity	Per Ton Unit Price
Biosolids Daily Production	1600 Tons	\$ 48 ⁰⁰

The City will decide on going with either one year or two year pricing at time of award. Those firms wishing to respond must provide bid(s) based upon the terms and conditions as provided by the City of Ukiah. Bids must be signed by an authorized member of the firm to be considered as a valid bid.

The City of Ukiah reserves the right to accept or reject any or all bids and waive any irregularities. In case of default, the City of Ukiah may procure the items quoted on from other sources and hold the original bidder liable for any increased costs. In submitting the above, the bidder agrees that acceptance of any or all quotations by the City of Ukiah within 30 days constitute a contract.

Contractor agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the City, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities, or costs of litigation that may be asserted by any person or entity, arising out of or in connection with the negligent or willful misconduct in the performance by contractor hereunder, whether or not there is concurrent, passive or active negligence on the part of the City, but excluding liability due to the sole active negligence or willful misconduct of the City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under Workmen's Compensation acts, disability benefits acts or other employee's benefits acts.

Contractor shall be liable to the City for any loss or damage to City property arising from or in connection with Contractor performance hereunder. The undersigned acknowledges that this document, together with the Contractor's Proposal, the resulting purchase order issued by the City, the insurance requirements for contractors, and the Contractor Statement Regarding insurance coverage comprise a written agreement between the Contractor and the City binding on both parties.

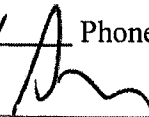
Signed and accepted by, (check one)

☐ Individual Owner ☐ Partnership ☒ Corporation ☐ Other

Legal Name of Contractor Ukiah Waste Solutions, Inc.

Address of Contractor P.O. Box 60 Ukiah, CA 95482

Tax ID# 26-0295144 Phone #: 707-234-6400 Fax #: 707-234-6404

By:  Date 12/8/2015

Signature

Print or Type Name: Bruce McCracken V.P.

Title

REQUIRED DATAWORK PERFORMANCE

HISTORY AND CAPABILITY: Contractors shall provide the name, locations and a narrative statement on the work performed for minimum of two (2) contracts during the past five (5) years. A short resume on the general history and experience of the contractor's organization shall be provided.

WORKPERFORMED

- | | | |
|------------------|--|---|
| 1. COMPANY NAME: | <u>Ukiah Wastewater Treatment Facility</u> | <u>Grit Hauling, Screenings Hauling</u> |
| CONTACT: | <u>Tim Erickson</u> | <u>Biosolids Hauling</u> |
| ADDRESS: | <u>300 Plant Road</u> | |
| | <u>Ukiah, CA 95482</u> | |
| PHONE: | <u>707-463-6280</u> | |
| 2. COMPANY NAME: | <u>Susanville Consolidated Sanitary District</u> | <u>Biosolids Hauling</u> |
| CONTACT: | <u>Randy Ohern</u> | |
| ADDRESS: | <u>45 S. Roop Street</u> | |
| | <u>Susanville, CA 96130</u> | |
| PHONE: | <u>530-310-3864</u> | |
| 3. COMPANY NAME: | <u>Highlands Water</u> | <u>Screenings Hauling</u> |
| CONTACT: | <u>Chrissy Russell</u> | |
| ADDRESS: | <u>14774 Hillcrest Ave.</u> | |
| | <u>Clearlake, CA 95422</u> | |
| PHONE: | <u>707-994-2393</u> | |
| 4. COMPANY NAME: | <u>California Water Service</u> | <u>Screenings Hauling</u> |
| CONTACT: | <u>Clay</u> | |
| ADDRESS: | <u>6125 Hwy 20</u> | |
| | <u>Lucerne, CA 95458</u> | |
| PHONE: | <u>707-274-6624</u> | |

CONTRACTOR STATEMENT
REGARDING INSURANCE COVERAGE
(To be submitted with bid.)

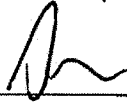
CONTRACTOR HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified in the Request for Proposal for:

BIOSOLIDS REMOVAL

Should we/I be awarded the contract, we/I certify that we/I can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agree to name the **City of Ukiah as Additional Insured** for the work specified. And we/I will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, before commencing the performance of the work specified.

Ukiah Waste Solutions, Inc.

Please Print (Person, Firm, or Corporation)



Signature of Authorized Representative

Bruce McCracken Vice-President

Please Print (Name & Title of Authorized Representative)

12/8/2015

Date

707-234-6400

Phone Number



Already on file with City.

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

II. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Insurance must be written on an occurrence basis.
- B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. Insurance must be written on an occurrence basis.
- C. Worker's Compensation Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

III. Deductibles and Self-Insured Retentions

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

IV. REQUIRED Insurance Provisions

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

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

B. **The workers' compensation policy is to be endorsed with a waiver of subrogation.** The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City. NOTE: You cannot be added as an additional insured on a workers' compensation policy.

C. For any claims related to this project, the Contractor's insurance coverage shall be **primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

D. Each insurance policy required by this clause shall be endorsed to state that coverage shall **not be canceled** by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

E. **Note: (This protects the Contractor)** -Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of Civil Code.

V. **RATING - Acceptability of Insurers**

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

VI. **Verification of Coverage**

Contractor shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on **forms provided by the City**. If endorsements are on forms other than the City's forms, those endorsements or policies must provide coverage that is equivalent to or better than the forms requested by the City. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

VII. **Subcontractors**

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

If you have questions regarding our insurance requirements contact:

**Risk Manager
(707) 463-6287 FAX (707) 463-6204**

ATTACHMENT 2

CITY OF UKIAH
AMENDMENT NO. 1
TO
CONTRACT #1516143
BETWEEN
UKIAH WASTE SOLUTIONS and THE CITY OF UKIAH

This Amendment No. 1 entered on December 28, 2017, revises the Contract for Biosolid Removal dated December 30, 2015, between the City of Ukiah and Ukiah Waste Solutions, as follows.

1. Contract price: Unit price will be revised from \$48.00 per ton to \$50.00 per ton.
2. Contract Term: Contract term has been extended to December 31, 2018

Except as expressly amended by this Amendment, all other terms remain unchanged and in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDMENT ON THE EFFECTIVE DATE:

UKIAH WASTE SOLUTIONS

BY: 

DATE: 1/5/2018

PRINT NAME: BRUCE McCLACKEN

CITY OF UKIAH

BY: 
SAGE SANGIACOMO, CITY MANAGER

DATE: 1-19-18

ATTEST

BY: 
KRISTINE LAWLER, CITY CLERK

DATE: 1-19-18

CITY OF UKIAH
AMENDMENT NO. 2
TO
CONTRACT #1516143
BETWEEN
UKIAH WASTE SOLUTIONS and THE CITY OF UKIAH

This Amendment No. 2 entered on December 28, 2018, revises the Contract for Biosolid Removal dated December 30, 2015, between the City of Ukiah and Ukiah Waste Solutions, as follows.

1. Contract price: Unit price will be revised from \$50.00 per ton to \$52.00 per ton.
2. Contract Term: Contract term has been extended to December 31, 2019

Except as expressly amended by this Amendment, all other terms remain unchanged and in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDMENT ON THE EFFECTIVE DATE:

UKIAH WASTE SOLUTIONS

BY: _____ DATE: _____

PRINT NAME: _____

CITY OF UKIAH

BY: _____ DATE: _____
SAGE SANGIACOMO, CITY MANAGER

ATTEST

BY: _____ DATE: _____
KRISTINE LAWLER, CITY CLERK



AGENDA SUMMARY REPORT

SUBJECT: Award Bid for a TV Inspection Van Body from Subsite, LLC in the Amount of \$177,850.00, and the Purchase of a New Ford E450 Cutaway Cab and Chassis from Redwood Ford in the amount of \$33,144.28

DEPARTMENT: Water Resources

PREPARED BY: Mary Williamson

ATTACHMENTS:

[Attachment 1 - Vehicle & Heavy Equip Request & Justification Form- CAMERA TRUCK](#)

[Attachment 2 - HGACBuy worksheet](#)

[Attachment 3 -RFB-Specs E36746](#)

[Attachment 4 -Bid Tab E36746-Cab & Chassis for Cameral truck](#)

Summary: Council will consider approving the purchase of a TV Inspection Van Body from Subsite, LLC in the amount of \$177,850.00, and the purchase of a Ford E450 Cutaway Cab and Chassis from Redwood Ford in the amount of \$33,144.28.

Background: Included in the 2018-2019 fiscal year budget is the purchase of a Camera Truck for the Storm Water and Sewer Operations division of the Water Resources Department. Please see Attachment 1 for a copy of the Vehicle & Heavy Equipment Request & Justification form.

Subsite, LLC, located in Petaluma, has been requested as the sole source manufacturer. After contact with other agencies in Sonoma County and learning that they had chosen to go with Subsite for numerous reasons, a meeting was held with Subsite to tour their facility and to see their product. Their camera had a better

RECOMMENDED ACTION: Award bid for a TV Inspection Van Body from Subsite, LLC in the Amount of \$177,850.00, and the purchase of a new Ford E450 Cutaway Cab and Chassis from Redwood Ford in the amount of \$33,144.28

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 10024224.80100.V2637 \$27,500; FY 18-19, 84027221.08100.V2637 \$212,500.00; FY 18-19

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Procurement Manager

Approved:


Sage Sangiacomo, City Manager

resolution than our current unit. As well their unit is constructed in such a way; a three wire control system versus the ten wire control system on our current unit making it easily repairable on the job site by the operator. This eliminates them having down time to take it to our Fleet Maintenance Facility to repair. Additionally, their service center is only an hour away, making for much shorter down times in the event that the camera actually fails and we would need to obtain a loaner camera. Due to the nature of the environment that this equipment operates in issues can and will arise.

Discussion: The camera truck consists of two parts: 1) Cab and Chassis, and 2) Camera Inspection Van Body. Subsite, LLC is a manufacturer of the camera inspection van body, and would have to outsource the purchase of the cab & chassis. Purchasing staff has had great success with separating out the purchase of a cab and chassis from the body, and decided upon that strategy.

The pricing for the TV Inspection Van body from Subsite, LLC is covered by the HGACBuy Cooperative contract. Please see Attachment 2 for a copy of their quote. The price is \$177,850 for the build of the TV Inspection Van body and installation to the cab and chassis.

A request for bid for the cab and chassis was issued March 14th, 2019, and sent to 26 auto dealers. Please see Attachment 3 for a copy of the Request for Bid. Two bids were received. Silveira GMC was the low bidder, but after the 5% local preference was applied, Redwood Ford was the winning bid at \$33,144.28. Please see Attachment 4 for a copy of the bid results.

Purchase of the camera truck from the two separate companies results in a total price of \$210,994.28, which is a little over \$11,000 less than originally quoted by the manufacturer for supplying both the cab and chassis, as well as the body.

It is therefore Staff's recommendation to approve the purchase of a TV Inspection Van Body from Subsite, LLC in the amount of \$177,850.00, and the purchase of a Ford E450 Cutaway Cab and Chassis from Redwood Ford in the amount of \$33,144.28.



Vehicle & Heavy Equipment Request & Justification

FOR FISCAL YEAR: 2018/2019

ITEM: CAMERA TRUCK		ASSET USEFUL LIFE: 5-10 YEARS		ESTIMATED COST: \$240,000
SUBMITTED BY: DAVE KIRCH, FLEET AND PLANT MAINTENANCE SUPERVISOR				
NEW REQUEST OR REPLACEMENT OF EXISTING?: Replacement of existing.				
DEPARTMENT(S)	DIVISION(S)	PROJECT CODE	ORG & OBJECT ACCOUNT CODE	PROPOSED BUDGETED AMOUNT FOR EACH DEPT/DIV
PUBLIC WORKS	STORM WATER	V2637	10024224.80100	\$27,500.00
WATER RESOURCES	SEWER OPERATIONS	V2637	84027221.80100	\$212,500.00
EXISTING VEHICLE OR EQUIPMENT REQUESTING TO BE REPLACED				
CITY EQUIPMENT #	YEAR	MODEL	VIN/SERIAL #	
2636	2008	CHEVY HI-CUBE VAN	1GBJG31K881111293	
ESTIMATED LIFE IN MILEAGE/HOURS	CURRENT MILEAGE/HOURS	ORIGINAL PURCHASE PRICE		ESTIMATED SALVAGE/RESALE VALUE
Based on Time	11,100 MILES/2030 HRS	\$178,315.11		Approximately \$15,000
CURRENT CONDITION: The vehicle is in good condition, but the CCTV system is in poor condition and repair time is lengthy and inconsistent.				
MAINTENANCE COSTS TO DATE		ADDITIONAL NEEDED REPAIRS ESTIMATE (IF APPLICABLE)		MEET CARB STANDARDS?
(2010 to present) \$47,521		\$3000 - \$5000		YES
ESTIMATED OUT-OF-SERVICE TIME			PARTS AVAILABILITY	
584 HOURS			PARTS ARE AVAILABLE-CCTV parts long lead time.	
PROPOSED VEHICLE OR HEAVY EQUIPMENT				
PROPOSED EQUIPMENT SPECIFICATIONS (ATTACH ADDITIONAL DOCUMENTATION IF NECESSARY): 2018/2019 Ford E450 Hi-Cube Van Box with TrakSTAR Camera system by 3T equipment or equal.				
EST. MILEAGE/HOURS PER YEAR		1,500 - 2,000 MILES		
JUSTIFICATION/USE/NEED: This equipment will be used for CCTV inspections of sewer mains and storm drain lines. When a sanitary sewer overflow occurs, a report must be filed with the State Water Resources Control Board and the line must be video inspected to identify the cause of the spill. In addition, many of the storm drain lines are collapsed and failing and need inspection to determine replacement or repair options.				
COST/BENEFIT ANALYSIS: The cost of repairs to the CCTV system component of the truck have already exceeded the value of the equipment. Due to the out of service time compared to the critical need of the equipment and cost of fines that could be incurred exceed the replacement cost. Based on past history, use of this equipment should extend well beyond the standard useful like of 5-10 years, to most likely 10-15 years. Based on this estimation, the cost for the equipment alone will be approximately \$16,000 per year.				
OTHER INDIRECT BENEFITS: The new CCTV equipment will have the ability to serve more than one Division and parts availability and service is expected to increase.				
ALTERNATE SOLUTIONS EXPLORED: Have reviewed retrofitting current van with new equipment. The cost would equal to the price of a replacement camera van.				
ADDITIONAL COMMENTS: None.				
REVIEWED & APPROVED BY:		SIGNATURE		DATE
DEPARTMENT HEAD				
FLEET MAINTENANCE SUPERVISOR				

HGACBuy		CONTRACT PRICING WORKSHEET For Standard Equipment Purchases		Contract No.:	SC01-18	Date Prepared:	3/7/2019
<i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i>							
Buying Agency:	City of Ukiah	Contractor:	Subsite, LLC.				
Contact Person:	Mary Williamson	Prepared By:	Chris Remillard				
Phone:	(707) 467-5777	Phone:	707-953-7185				
Fax:	(707) 313-3831	Fax:	707-676-8051				
Email:	mwilliamson@cityofukiah.com	Email:	christopher.remillard@subsite.com				
Product Code:	G051	Description:	Deluxe Install HI-Cube				
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:							\$107,472.96
B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable (Note: Published Options are options which were submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
010-01655-30 TrakSTAR II Camera			841-40015 Spare Parts Kit				
032-02500-103 TranSTAR II Tractor w/ Elevator			051-38709 19" Video Monitor - Studio Installed				
541-37613 Wheelen TAN85 Lightbar			806-37583 Camera Pigtail Sonde				
541-38175 Whelen Horizontal Strobe Qty (4)							
051-38342 Closet w/ 4 Shelves, Installed							
010-01103-02 in lieu of 010-01103-01							
860-37376 6" x 2" Pneumatic Wheels (Qty 4)							
040-04500-004 POSM Data Collection & 1 Year Support		\$ 17,640.00					
034-01000-01 SDT Tractor Lowering Crane		\$ 1,380.00					
032-05102-010 ProTRAK Crawler 6"-15"		\$ 8,557.50	Subtotal From Additional Sheet(s):		\$ -		
036-02000-11 Storm Tractor		\$ 191.20	Subtotal B:		\$ 88,821.60		
C. Unpublished Options - Itemize below - Attach additional sheet if necessary (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
867-37242 Studded High Traction Wheels (6)			806-40192 3 pin - 6 Pin Pigtail (3)				
950-33941 Additional 1 Year POSM Support			102-1565 AccuView Locator & Case				
606-30365 Highway Warning Triangles			451-40071 Dual Monitor Mount				
051-33358 10 LB 4A: 60BC Fire Extinguisher							
051-02530 Lonseal Lonplate Flooring Eq Room			Subtotal From Additional Sheet(s):		\$ -		
			Subtotal C:		\$ 5,065.34		
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).					For this transaction the percentage is:		3%
D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)							
Quantity Ordered:	1	X	Subtotal of A + B + C:	\$ 201,359.90	=	Subtotal D:	\$ 201,359.90
E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.							
Description		Cost	Description		Cost		
Deduct 032-02500-033 & 010-01102-01		\$ (15,574.00)	Deduct 040-03500-01, 045-02000-04 & 606-18274		\$ (3,723.20)		
Deduct 867-34843		\$ (859.91)					
Sales Concession		\$ (3,352.79)					
			Subtotal E:		\$ (23,509.90)		
Delivery Date:		120 Days ARO		F. Total Purchase Price (D+E):		\$ 177,850.00	



REQUEST FOR BID

1320 AIRPORT ROAD
UKIAH, CALIFORNIA 95482
P: (707) 467-5777, F: (707) 313-3831

DATE: 3/14/2019

REQ. NO. E36746

Bids may be emailed, faxed, or hand delivered, to the contact information listed herein, and by the specified deadline, or the bid will be rejected.

Submitted by: _____
(Company Name _____
& Address) _____

BIDS WILL BE RECEIVED UNTIL	
1:30 p.m.	21-Mar 2019
AT THE OFFICE OF THE BUYER II	
1320 AIRPORT RD, CITY of UKIAH	
BY:	Mary Williamson
Email:	mwilliamson@cityofukiah.com

BIDS ARE REQUESTED FOR THE FOLLOWING ITEMS:

ALL BIDS SHALL BE F.O.B. UKIAH, CA.

ITEM	QTY	DESCRIPTION	LEAD TIME	UNIT PRICE	EXT PRICE
	1	NEW 2019 or Newer E450 CUTAWAY, CAB AND SD CHASSIS ONLY OR EQUIVALENT As per attached: CITY OF UKIAH EQUIPMENT SPECIFICATION #E36746 Price shall include all equipment, accessories and optional items including All Service Manuals The delivery address of this vehicle will be: SUBSITE ELECTRONICS ATTN: Chris Remillard 1327 Clegg Street Petaluma, CA 94954			
OR EQUIVALENT			Sub Total		
<i>If quoting an equal please provide details/ part number etc of item you are quoting as well as cut sheets if available.</i>			Tax (8.875 %):		
			Delivery:		
			TOTAL:		

SIGNATURE:

DATE:

PAYMENT TERMS: N30

PRINT NAME:

PHONE:

EMAIL:

TERMS:

1. LOCAL PREFERENCE: Local Vendors shall be given an allowance of five percent (5%), up to a maximum allowance of \$2,500, on any bid for supplies, equipment and/or materials per Ukiah City Code Section 1522.D.4. A Local Vendor is defined as one which, 1) conducts business in an office or other business premises with a physical location in Mendocino County, 2) holds a valid business license issued by Mendocino County or one of the cities in Mendocino County for that business location, and 3) has conducted business in compliance with 1) and 2) for not less than six (6) months prior to requesting the preference. The City shall receive satisfactory proof that a business qualifies as a local vendor before it may receive the local preference. In the event that there is a tie bid, where one bidder is local, the other is not, and the bid is equal in price and quality, the award shall go to the Local Vendor.
2. Right is reserved to reject any and all bids.
3. Right is reserved to accept separate items unless specifically denied by bidder.
4. Right is reserved to reject a bid from any bidder who has previously failed to perform adequately for the City of Ukiah.
5. In CASE OF DEFAULT, the City of Ukiah may procure the items quoted on from other sources and hold the original bidder liable for any increased costs.
6. The price, terms, delivery point, and delivery date may individually or collectively be the basis of the awarding of the bid.
7. In submitting the bid, bidder agrees that the bid shall remain open and may not be revoked or withdrawn for 60 days from the bid due date, unless a different time period is specified in RFB.
8. Bidder agrees to perform according to its bid, if the City's acceptance is communicated to the bidder within the time specified in number 7 above.

**CITY OF UKIAH
EQUIPMENT SPECIFICATION #E 36746
FOR ONE (1) NEW 2019 or NEWER
E450 CUTAWAY, CAB & SD CHASSIS ONLY**

The City of Ukiah invites bids for furnishing one (1) new 2019 or newer Ford E450 Cutaway, Cab and SD Chassis only, or equivalent.

The following specifications shall be considered minimum, however, bidders who feel they can supply a comparable vehicle that does not fully meet the detailed specifications are encouraged to submit bids. All deviations from these specifications shall be described in the bid proposal. There will be no trade-ins involved in this bid.

Bidder shall, as indicated on the Request for Bid form, state the total price for the new vehicle as specified (including any options and accessories), sales tax, destination charges and any other applicable fees or charges, FOB the City of Ukiah.

Only proposals from licensed dealers (new) will be considered. The City reserves the right to select and purchase a vehicle directly from the State of California Department of General Services.

Please contact Mary Williamson at (707) 467-5777 if you have any questions regarding these specifications.

GENERAL INSTRUCTIONS TO BIDDERS

Each bidder shall attach to his bid a complete detailed description of the unit he proposes to furnish. All equipment catalogued as standard shall be furnished and included in the purchase price of the unit.

The total price shall include all equipment, accessories and optional items. In making its selection, the City will consider all factors relating to the vehicle including operating performance, operator comfort, safety, service and parts availability as well as cost.

The vehicle furnished under these specifications is to carry the standard warranty offered to the general public. A complete detailed description of the standard warranty shall be provided with the bid.

The City reserves the right to reject any or all bids and to determine which bid, in its opinion, will best serve the needs and requirements of the City.

The successful bidder shall supply the vehicle fully equipped and ready for service at the time of delivery. Dealer shall process registration and title transfer for exempt license plates to the Department of Motor Vehicles on behalf of the City of Ukiah.

2019 or NEWER FORD E450 CUTAWAY, CAB & SD CHASSIS ONLY OR EQUIVALENT

General Specifications

- ENGINE – 6.8L V-10, Gasoline
- TRANSMISSION – Electronic 6 speed automatic w/OD and Tow Haul
- PAINT – Oxford WHITE - no exceptions
- CAB – Cutaway
- CHASSIS – 176" Wheelbase, Cab to Axle: 118", Axle to end of frame: 50.5", 4.56 Axle Ratio
- SEATS / UPHOLSTERY – Vinyl, Reclining High Back Bucket seats
- AIR CONDITIONING
- RADIO- AM/FM with Communication Package (Bluetooth) w/steering wheel controls
- Rear view Camera
- AIR BAG – Dual - Driver & Front Passenger
- MIRRORS- Dual Power/Heated/Telescoping
- MANUALS- All Service Manuals
- BUMPERS- Front (Chrome)
- Power Equipment Group, Power Locks & Windows, Cruise Control, Remote Keyless Ent.
- TIRES – LT 225/75R16 - w/Spare Tire
- WHEELS -16 x 6, (to include spare tire),
- GVWR - 14,500 lb. Payload Pkg,
- FUEL – Gasoline, 55 gallon capacity with Auxiliary Fuel Port
- 50 State Emission

Bid Tabulation**Request for Bid - E36746 - Cab & Chassis for Camera Truck**

ITEM #	ITEM DESCRIPTION	QTY	SILVEIRA GMC		Redwood Ford	
			UNIT	TOTAL	UNIT	TOTAL
1	New 2019 Ford E450 Cutaway Cab and Chassis only	1			30,220.00	30,220.00
2	New 2019 GMC Savana Commercial Cutaway Van	1	29,400.00	29,400.00		
	SUBTOTAL			29,400.00		30,220.00
	TAX			2,609.25		2,682.03
	Additional Fees (Tires, Filing, Doc. Shipping)			95.50		242.25
	GRAND TOTAL			\$32,104.75		33,144.28
LESS 5% FOR LOCAL PREFERENCE:						1,657.21
NEW TOTAL						31,487.06

NOTE: Silveira GMC had exceptions to our spec that were unacceptable.
 Redwood Ford had no exceptions.



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Ordinance Amending Ukiah City Code Section 5127 to Increase the Time for City Council Review of a Local Emergency Declaration from 14 to 45 Days.

DEPARTMENT: Administration

PREPARED BY: Tami Bartolomei

ATTACHMENTS:

[Attachment 1 - Ordinance amending Section 5127](#)

Summary: An Ordinance amending Ukiah City Code Section 5127 to increase the time for City Council review of a local emergency declaration from 14 to 45 days was introduced to City Council at the March 20, 2019, City Council meeting, and is back for adoption.

Background: Pursuant to the California Emergency Services Act ("CESA"), the City has adopted ordinances governing local emergencies. In compliance with the CESA as it read in 1997, when the City adopted Ukiah City Code ("UCC") Section 5127, the City Council is required to review a declaration of a local emergency every 14 days. Effective January 1, 2019, the CESA has been amended to require City Council review every 60 days. The proposed ordinance would change UCC §5127 City Council required review of a declaration of a local emergency every 14 days to every 45 days as recommended by Council at the March 20, 2019, Council meeting (Attachment 1).

Discussion: Preparation for and responding to natural, manmade, or war-caused emergencies is governed by

RECOMMENDED ACTION: Adopt Ordinance amending Ukiah City Code Section 5127 to increase the time for City Council review of a local emergency declaration from 14 to 45 days.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager and David Rapport, City Attorney

Approved:


Sage Sangiacomo, City Manager

the CESA (Title 2, Division 1, Chapter 7 of the Cal. Gov't Code, commencing with Section 8555.) The City has adopted local regulations governing its response to local emergencies in Division 6, Chapter 2 of the Ukiah City Code (UCC), commencing with Section 5100. UCC Section 5127, adopted in 1997, pursuant to the CESA, requires the City Council to review the declaration of a local emergency at least every fourteen (14) days until the need for continuing the local emergency has ended.

Effective January 1, 2019, Government Code Section 8630 has been amended to require this review at least every sixty (60) days after the local emergency is first declared. At its March 20, 2019, meeting, the City Council opted to change the recommended 60 days to 45 days, which has been modified on the proposed ordinance. Adoption of the proposed ordinance would amend UCC Section 5127 by increasing the review period from 14 days to 45 days as recommended by Council.

ORDINANCE NO.

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH
AMENDING SECTION 5127 OF Article 3, CHAPTER 2, DIVISION 6 OF
THE UKIAH CITY CODE REQUIRING CITY COUNCIL REVIEW OF
LOCAL EMERGENCY DELARATION BY DIRECTOR OF EMERGENCY
SERVICES.**

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

SECTION ONE.

Section 5127 in Article 13 of Chapter 2 in Division 6 of the Ukiah City Code, is hereby amended to read as follows:

§5127 LOCAL EMERGENCY – TERMINATION

Pursuant to the California Emergency Services Act, the Council shall review the declaration at least every forty-five (45) days until the need for continuing the local emergency has ended and shall proclaim the termination of such local emergency at the earliest practicable date that conditions warrant.

SECTION TWO.

1. Publication: Within fifteen (15) days after its adoption, this Ordinance shall be published once in a newspaper of general circulation in the City of Ukiah. In lieu of publishing the full text of the Ordinance, the City may publish a summary of the Ordinance once 5 days prior to its adoption and again within fifteen (15) days after its adoption.

3. Effective Date: The ordinance shall become effective thirty (30) days after its adoption.

Introduced by title only on March 20, 2019, by the following roll call vote:

AYES: 5

NOES:

ABSENT:

ABSTAIN:

Adopted on _____, 2019, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approval and Authorization for the City Manager to Negotiate and Execute Amendment 1 to the Agreement with FileTrail - a File Management System, Adding an Organizational Module for Records Retention.

DEPARTMENT: Clerk/Admin

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - FileTrail Contract](#)

[Attachment 2 - FileTrail Amendment 1](#)

Summary: The City Council will consider approving an amendment to an agreement with FileTrail - a file management system, to add an organizational module for records retention.

Background: FileTrail is a record management system that tracks the City's physical records through a database that produces color and bar-coded labels. The system has been in place since 2014 (See Attachment 1 for the original contract), and works in conjunction with Laserfiche, which is a high-powered search engine that stores electronic copies of the records.

The current process for submitting records retention boxes into storage consists of a staff person filling out a Word document (called a Transfer Notice) with information about the files, printing out copies that are placed in the box, and alerting the clerk that the boxes are ready for retention. The clerk then assigns a location and box number, hand-writes those numbers onto the Transfer Notice and on the box itself, then enters the same data

RECOMMENDED ACTION: Approve and authorize the City Manager to negotiate and execute amendment 1 to the agreement with Filetrail, adding an organizational module for records retention.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 10012500.54320 - \$6,300

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: City Clerk Software

PREVIOUS CONTRACT/PURCHASE ORDER NO.: COU No. 1314-179

COORDINATED WITH: N/A

Approved:


Sage Sangiacomo, City Manager

from the Word document into an Excel database. This process can be quite cumbersome when you are processing 50 – 100 boxes at a time.

Discussion: To both streamline and improve the current box retention process, the clerk would like to utilize a new module of FileTrail that will allow staff to enter the box information directly into the program. A label can be printed directly from the program that contains an assigned location, box number, and bar code. This will allow better tracking of the boxes, easier preparation of records destruction, and will cut down on staff time for duplicate work currently being done.

Staff is recommending that Council approve Amendment 1 (Attachment 2) to the FileTrail contract, which comes with a one-time cost of \$820 to configure and a \$75 monthly fee. Configuration will consist of entering the full records retention schedule - and associated central file system numbers - for all record titles and corresponding retention dates, organized by department for easy to use drop down lists. The initial cost will also cover setting up the space configuration with shipping containers, shelf locations, and box numbers; and staff training for the new module.

FILETRAIL HOSTED SOLUTIONS
MASTER SUBSCRIPTION AGREEMENT

BY SIGNING BELOW, YOUR ORGANIZATION ("CLIENT") AND FILETRAIL EACH AGREES TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING CLIENT'S USE OF THE SERVICE (THE "SERVICE") AT MYFILETRAIL.COM OR FILETRAIL.COM (THE "WEBSITE") PROVIDED BY FILETRAIL, INC. ("FILETRAIL").

As part of the Service, FileTrail will provide Client with use of the Service, including a browser interface, transmission, access and storage. Client's payment for, or use of, the Service shall be deemed to be Client's agreement to abide by this Agreement including Exhibits A, B and C. For reference, a Definitions section is included at the end of this Agreement.

1. Privacy Disclosure

FileTrail's privacy policies are set forth in Exhibit A hereto. FileTrail reserves the right to modify its privacy policies in its reasonable discretion from time to time, after reasonable advance notice to Client. Because the Service is a hosted, online application, FileTrail occasionally may need to notify all users of the Service of important announcements regarding the operation of the Service. FileTrail shall not disclose the fact that Client is a customer, or otherwise refer to Client, by name or otherwise, unless it has obtained Client's specific written permission for such disclosure or reference in advance.

2. License Grant & Restrictions

FileTrail hereby grants Client a non-exclusive, non-transferable, worldwide right to use the Service, solely for its own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to Client are reserved by FileTrail and its licensors.

Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; or (iii) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

Client may use the Service only for its internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

3. Client Responsibilities

Client is responsible for all activity occurring under its Account and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with its use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. Client shall: (i) notify FileTrail immediately of any unauthorized use of any Account or any other known or suspected breach of security; (ii) not impersonate another FileTrail user or provide false identity information to gain access to or use the Service.

4. Account Information and Data

FileTrail does not own any data, information or material that Client submits to the Service in the course of using the Service ("Customer Data"). Client, not FileTrail, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. Client may export Customer Data and current location information from the database at any time and from time to time until termination of this Agreement and for 120 days following the Termination Date (regardless of which party terminates and regardless of the reason for or basis of the termination), and FileTrail shall assist Client in connection therewith, for which FileTrail may impose the service charge listed on Exhibit B hereto.

5. Intellectual Property Ownership

FileTrail alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the FileTrail Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client or any other party relating to the Service. This Agreement is not a sale and does not convey to Client any rights of ownership in or related to the Service, the FileTrail Technology or the Intellectual Property Rights owned by FileTrail. The FileTrail name, the FileTrail logo, and the product names associated with the Service are trademarks of FileTrail, Inc. or third parties, and no right or license is granted to use them.

6. Charges and Payment of Fees

Client shall pay all fees or charges to Client's account in accordance with the fees, charges, and billing terms listed on Exhibit B hereto. Such fees will be due beginning on the first day of the next month.

FileTrail will not increase its fees and charges for two years following the Effective Date. Thereafter, pricing for products or services currently used by Client will not increase by more than 5% or CPI increase, whichever is greater, in any year. All pricing terms are confidential, and Client agrees not to disclose them to any third party.

7. Billing and Renewal

The Service will automatically renew each month until termination of this Agreement. Client or FileTrail may terminate this Agreement, for any reason or for no reason, effective as of the first day of any month (the "Termination Date") by notice given by Client at least thirty days prior to the Termination Date, or by notice given by FileTrail at least ninety days prior to the Termination Date. The monthly Base System charge and the Additional Monthly Service fee shown on Exhibit B will consider the then-current number of total items being tracked ("Items") by Client's Account. An Item is represented by one data record in the Item table of the database for Client's Account. Item data records exist, and are included in the count for billing purposes, until Deleted from the database. Thus, the count of Items includes Items that are: (i) to be created; (ii) active; (iii) inactive; and, (iv) those flagged as 'Destroyed', 'Missing', 'To be received', 'Permanently transferred out', or other such FileTrail Status. FileTrail provides a tool whereby Items can be completely removed from the database at Client's discretion.

Fees for other services will be charged on an as-quoted basis. Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Client shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on income.

If Client believes a bill is incorrect, Client must contact FileTrail in writing within 30 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

8. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. FileTrail represents and warrants that it will provide the Service in a manner consistent with general

industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online FileTrail help documentation under normal use and circumstances. Client represents and warrants that Client has have not falsely identified itself nor provided any false information to gain access to the Service. FileTrail represents and warrants that the descriptions and representations contained in Exhibit C attached hereto are true, correct and complete.

9. Mutual Indemnification

Client shall indemnify and hold FileTrail, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by Client of its representations and warranties; or (iii) a claim arising from the breach by Client or its User(s) of this Agreement, provided in any such case that FileTrail (a) gives written notice of the claim promptly to Client; (b) gives Client sole control of the defense and settlement of the claim (provided that Client may not settle or defend any claim unless Client unconditionally releases FileTrail of all liability and such settlement does not affect FileTrail business or Service); (c) provides to Client all available information and assistance; and (d) has not compromised or settled such claim.

FileTrail shall indemnify and hold Client and Client's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by FileTrail of its representations or warranties; or (iii) a claim arising from breach of this Agreement by FileTrail; provided that Client (a) promptly give written notice of the claim to FileTrail; (b) give FileTrail sole control of the defense and settlement of the claim (provided that FileTrail may not settle or defend any claim unless it unconditionally releases Client of all liability); (c) provide to FileTrail all available information and assistance; and (d) have not compromised or settled such claim. FileTrail shall have no indemnification obligation, and Client shall indemnify FileTrail pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of Client's products, service, hardware or business process(s).

10. Disclaimer of Warranties

FILETRAIL AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. FILETRAIL AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CLIENT THROUGH THE SERVICE WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO CLIENT STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY FILETRAIL AND ITS LICENSORS.

11. Internet Delays

FILETRAIL'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. FILETRAIL IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

12. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CLIENT IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Additional Rights

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Client.

14. Local Laws and Export Control

This site provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of Switzerland and the European Union. Client acknowledges and agrees that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, Client represents and warrants that Client is not located in, under the control of, nor are its User(s) a national or resident of an Embargoed Country or Designated National. Client agrees to comply strictly with all U.S. export laws and assumes sole responsibility for obtaining licenses to export or re-export as may be required.

This site may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000

FileTrail and its licensors make no representation that the Service is appropriate or available for use in other locations. If Client uses the Service from outside the United States of America, Client is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be used for nuclear activities, chemical or biological weapons, or missile projects, unless specifically authorized by the United States government for such purposes.

15. Notice

Either party may give notice to the other by means of electronic mail, sent to the other's e mail address set forth below or by written communication sent by nationally recognized overnight delivery service to the other's address set forth below. Such notice shall be deemed received and effective 12 hours after sending if sent by e mail, or 24 hours after sending if sent by overnight delivery service.

16. Modification to Terms

This Agreement may be modified or amended only by a written agreement executed by both parties hereto.

17. Assignment; Change in Control

This Agreement may not be assigned by Client without the prior written approval of FileTrail but may be assigned without Client consent by FileTrail to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of Client that results or would result in a direct competitor of FileTrail directly or indirectly owning or controlling 50% or more of Client shall entitle FileTrail to terminate this Agreement for cause immediately upon written notice.

18. General

This Agreement shall be governed by California law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in San Jose, California. No text or information set forth on any other purchase order, preprinted form or document shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Client and FileTrail as a result of this agreement or use of the Service. The failure of FileTrail to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by FileTrail in writing. This Agreement comprises the entire agreement between Client and FileTrail and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

19. Definitions

As used in this Agreement now or hereafter associated herewith:

"Agreement" means this Master Subscription Agreement and Exhibits A, B and C hereto;

"Content" means the audio and visual information, documents, software, products and services contained or made available to Client in the course of using the Service;

"Customer Data" means any data, information or material provided or submitted by Client to the Service in the course of using the Service;

"Effective Date" means the date the Service was activated and made available to Client;

"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;

"Administrator(s)" means those Users designated by Client who are authorized to obligate Client to additional fees;

"License Term(s)" means the period(s) during which Client is licensed to use the Service;

"FileTrail" means FileTrail, inc., a Delaware corporation, having its principal place of business at 111 North Market Street, suite 715, San Jose, CA 95113;

"FileTrail Technology" means all of FileTrail's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Client by FileTrail in providing the Service;

"Service(s)" means the specific edition of FileTrail's online records management services, developed, operated, and maintained by FileTrail, accessible via a designated web site or IP address, or ancillary services rendered to Client by FileTrail, to which Client are being granted access under this Agreement, including the FileTrail Technology and the Content;

"User(s)" means Client's employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords in the Service by Client.

For Client:

Name:

Jane Chambers
JANE CHAMBERS

Title: CITY MANAGER

Date:

3/18/14

Address: 300 SEMINARY AVE

UTAH, CA 95482

e-mail address:

jchambers@cityofutah.com

For FileTrail:

Name:

Darren Merwan
DARREN MERWAN

Title:

CEO

Date:

3/19/2014

Address:

111 N MARKET ST STE 715
SAN JOSE CA 95113

e-mail address:

dmervan@filetrail.com

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Exhibit A

Use of Information

Hosted system for FileTrail Inc are hosted at MyFileTrail.com

MyFiletrail.com uses information collected to provide you with the services you request.

MyFileTrail.com may use information collected to provide you with additional information about the Company's services, partners, promotions, and events.

MyFileTrail.com may use information collected to improve the Company's Web sites and services.

MyFileTrail.com does not share, sell, rent, or trade personally identifiable information with third parties for their promotional purposes. MyFileTrail.com may share information collected with other companies that work on MyFileTrail.com's behalf.

Customer Data

Customers of MyFileTrail.com use the Company's services to host data and information ("Customer Data").

MyFileTrail.com will not review, share, distribute, or reference any such Customer Data except as provided in the *MyFileTrail.com Master Subscription Agreement*, or as may be required by law. Individual records of Customer Data may be viewed or accessed only for the purpose of resolving a problem, support issues, or suspected violation of the Subscription Agreement, or as may be required by law.

Security

MyFileTrail.com uses robust security measures to protect Customer Data from unauthorized access, maintain data accuracy, and help ensure the appropriate use of Customer Data. When the Service is accessed using Internet Explorer version 6.0 or later, Firefox version 2.0 or later, or Safari version 3.0 or later, Secure Socket Layer ("SSL") technology protects Customer Data using both server authentication and data encryption. These technologies help ensure that Customer Data is safe, secure, and only available to the Customer to whom the information belongs and those to whom the Customer has granted access. MyFileTrail.com also implements an advanced security method based on dynamic data and encoded session identifications, and the Company hosts its Web sites in a secure server environment that uses firewalls and other advanced technology to prevent interference or access from outside intruders. MyFileTrail.com also offers enhanced security features within the Service that permit Customers to configure security settings to the level they deem necessary. For data that is uploaded to their data we use PGP and GPG for encryption and decryption

Because the Company uses the Service to maintain Data About MyFileTrail.com Customers, this information is secured in the same manner as described above for Customer Data.

Changes to this Privacy Statement

FileTrail reserves the right to change this Privacy Statement. MyFileTrail.com will provide notification of the material changes to this Privacy Statement through the Company's Web sites at least thirty (30) business days prior to the change taking effect.

Contacting Us

Questions regarding this Privacy Statement or the information practices of the Company's Web sites should be directed to MyFileTrail.com Privacy to FTSupport@FileTrail.com or by mailing MyFileTrail.com Privacy, The Landmark @ 111 N. Market Street, Suite 715, San Jose, CA 95113.

EXHIBIT B

HOSTED PROFESSIONAL

Initial Costs

Setup	\$	See below
Configuration	\$	See below
Training (remote)*	\$	See below
Color Coding Label Designs	\$	See below
Configuration of FTSynchronize, per configuration, one-time	\$	See below

*Plus reasonable travel expenses

Total Initial Costs	\$	5,000
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Monthly Costs

Base System (up to 20,000 Physical Items)	\$	400
Additional Physical Items (see schedule below)		
FT Sync	\$	75
Electronic File Storage (see schedule below)		
Specify Connection Type: ☐ USB ☐ PS/2 ☐ XT		
Color Coded Label Printing	\$	
Total Monthly Fee	\$	475

ADDITIONAL ITEMS AND SUPPLIES

Monthly Service Fee (up to an additional 20,000 Items)	\$	75
Direct-Connect Bar Code Scanner (Quantity of 1)	\$	350
Portable BarCode Scanner (Quantity of 1)	\$	800

OPTIONAL SERVICES

Other technical or training services, hourly	\$	150
Upload/View Electronic Files and Images, monthly	\$	65
Electronic File Storage, per 100 MB of storage, monthly	\$	10

Standard rates for professional services are \$150 per hour, development services are \$200 per hour. Expected expenses for training include air fare from San Jose, California, Hotel, Car Rental and Meals. Expected expenses for installation include air fare from California or Maryland, Hotel, Car Rental and Meals for two staff.

This pricing is good for sixty days from the date of this document. Prices may change without notice, but are guaranteed up to expiration of this document. All prices are provided in US Dollars (USD).

OVERVIEW

You will benefit from the outcome of implementing the FileTrail Hosted Solution. Some of these benefits will include:

- No more lost files.
- Easy check-in and check-out of the file room.
- Intuitive web interface is familiar and easy to use.
- Standardization in labeling and filing processes.
- Powerful software tools to streamline file handling.
- Automation of folder creation and labeling processes.

IMPACT STATEMENTS

Dramatic impact to overall operations and the financial bottom-line include:

- Eliminate lost files.
- Reduce administrative operating cost.
- Standardize file handling processes.
- Search and locate files from any desktop.

HOSTED SOLUTIONS

FileTrail has been providing Hosted Solutions since 2001. Hosted Solution provides a lower initial investment and reduced Total Cost of Ownership. The initial hardware and software costs are replaced with a monthly fee. In addition, the client avoids the cost of internal servers, server software, database software, as well as eliminating the technical labor in server management, system management, and backup.

A hosted solution is ideal for clients who want to minimize capital expenditures or who prefer not to manage servers and systems in-house. FileTrail handles all maintenance and operation of servers and backup of data.

EXPLANATIONS

HOSTED PROFESSIONAL

Hosted Professional provides file room automation, plus additional tools for use by staff outside the file room. These tools include searching, requesting, reporting, and more. It also accommodates decentralized filing and hybrid environments. Hosted Professional works for one file room and includes unlimited user access.

CONFIGURATION

Configuration of your Hosted Solutions includes creation of two screen layouts (fieldsets) with any number of fields. Generally these are used to describe boxes and folders, but you can use them for any purpose.

Configuration begins with the completion of a Hosted Solutions Configuration Form. Three joint reviews are included where your staff can review the system and requests adjustments. Any additional adjustments that are required are charged on an hourly basis.

TRAINING (REMOTE)

Training for Hosted Solutions are conducted by conference call using your actual system. The training time includes everything you need to know to use the system on a daily basis, plus administrative training.

TRAINING (ON-SITE)

Training for Hosted Solutions may be conducted on-site at the client's request. There is a two-day minimum, and travel expenses must be reimbursed.

COLOR CODED LABEL DESIGNS

FileTrail Hosted Solutions can print any number of different color coded label designs. A separate charge is incurred for each design to cover the time required to do the technical work.

SERVICE FEE

The Hosted Solutions monthly Service Fee provides unlimited user access. The fee is calculated based on the number of Items being tracked.

DIRECT-CONNECT BAR CODE SCANNER

The Direct-Connect Bar Code Scanner plugs into your workstation and allows bar code data to be collected on-line.

PORTABLE BAR CODE SCANNER

The FileTrail Mini scanner allows you to record check-outs, check-ins, transfers, and boxing of files. The Mini holds approximately 300 scans and plugs into your workstation's Serial Port to download data for processing.

EXHIBIT C

COLOR CODED LABEL PRINTING

FileTrail Hosted Solutions can print color coded labels using the data you have entered.

CONFIGURATION OF AN ADDITIONAL FIELDSET

Additional screen layouts (fieldsets) can be defined to accommodate different types of Items that you want to track, but which must be described differently.

FTSYNCHRONIZE

FTSynchronize allows data to be imported periodically without user intervention. Data can come from a variety of sources and can be scheduled to load nightly, every *n* minutes, or on-demand. Each data source requires a separate configuration.

CONFIGURATION OF FTSYNCHRONIZE

FileTrail staff craft the FTSynchronize import using a sample of your data, mapping incoming fields to the correct fields in your Hosted Solution.

TECHNICAL REQUIREMENTS

Workstation OS: Microsoft® Windows™ 2000 or XP

Web Browser: Microsoft® Internet Explorer™ 5.5 or newer, Netscape® Communicator™ 6.0 or newer, or FireFox 1.0 or newer.

Cookies & JavaScript enabled.

Popups enabled.

Other Software: Microsoft® .Net Framework 2.0 is required for FT Mini portable scanning.
Java 2 Runtime Environment 1.5 is required for label printing.

FIRST AMENDMENT TO AGREEMENT

FIRST AMENDMENT TO AGREEMENT, dated as of March 19, 2014 between **THE CITY OF UKIAH**, with offices at 300 Seminary Avenue, Ukiah, California 95482 and **FILETRAIL, INC.**, with an address at 1990 the Alameda, San Jose, California 95126

WHEREAS, the City of Ukiah and FileTrail have entered into a Master Subscription Agreement, dated as of March 19, 2014 (the "Agreement"), to provide the City of Ukiah use of the Service (as defined in the Agreement), including the initial system configuration and data loading; and

WHEREAS, the City of Ukiah and the FileTrail wish to amend the Agreement as hereinafter set forth to upgrade the City of Ukiah's installation, and to provide administration training;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the Agreement is hereby amended as follows:

1. Additional Services. FileTrail will complete the services included in Schedule 1 (the "Additional Services") by [DATE].

2. Fees. The City of Ukiah agrees to pay FileTrail, for Additional Services satisfactorily performed, a fee at the rate of Eighty Dollars (\$80) per hour for Four Hours (4) hours of Additional Training for the total fee of Three Hundred and Twenty Dollars (\$320,00). An additional fee of Five Hundred Dollars (\$500.00) will be charged for Configuration Updates, Data Imports and Space Management. An additional monthly fee of Seventy-Five (\$75.00) will be added for the Space Management. The additional fees will be payable within thirty (30) days after receipt by the City of Ukiah of an invoice setting forth the amounts due, after the satisfactory completion of the Additional Services.

3. Effect. Except as expressly modified herein and without waiving or relinquishing any rights or claims arising under the Agreement, all other terms, provisions and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Agreement to be duly executed and delivered as of the day and year first above written.

FILETRAIL, INC.

THE CITY OF UKIAH

Darrell Mervau Date
President

Date

SCHEDULE 1: ADDITIONAL SERVICES

FT-S-SRV Additional Training: 4 Hours Rate 80.00 per hour Total \$320.00

FT-S-SRV Configuration updates, Data Imports and Space Management \$500.00

***An additional monthly fee of \$75.00 will be added on for Space Management. ***



AGENDA SUMMARY REPORT

SUBJECT: Notification to City Council of Contract No. 1819-192 with Gregg Simpson Trucking to Relocate Electrical Infrastructure on Hospital Drive and Perkins Street for the Electric Utility Department in the Amount of \$28,104.00. (EUD).

DEPARTMENT: Electric Utility

PREPARED BY: Diann Lucchetti

ATTACHMENTS:

[Attachment 1 - Bid Tabulation Perkins_Hospital Dr.](#)

[Attachment 2-Specifications Perkins_Hospital Dr.](#)

Summary: Council will receive a report on Contract No. 1819-192 for relocating electrical infrastructure on Perkins Street for the future extension of Hospital Drive.

Background: Pursuant to the requirements of Section 1522 of the Municipal Code, staff is reporting to City Council the expenditure for Construction Work in the amount of \$28,104.

Discussion: In preparation of intersection improvements at Hospital Drive and Perkins Street, the Electric Utility Department needs to relocate the existing underground electrical infrastructure. The plans and specifications were advertised and posted to the City's website, released to the required builders' exchanges, advertised in the Ukiah Daily Journal, and the Notice to Bidders was sent to all licensed Class A contractors on the City's Qualified Contractors List. Three bidders responded. Please see Attachment 1 and 2 for the Bid Tabulation and

RECOMMENDED ACTION: Receive report on Contract No. 1819-192 with Gregg Simpson Trucking, in the amount of \$28,104.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$225,000; FY 18/19; #80126100.80230.18043

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Williamson, Buyer

Approved: _____


Sage Sangiacomo, City Manager

Specifications. The lowest bidder was Gregg Simpson Trucking. Construction is scheduled to begin in April 2019.

[illegible]

REMOVE AND REPLACE VAULT 30

CONSTRUCTION RESPONSIBILITIES

A. CONTRACTOR TO FURNISH AND/OR INSTALL:

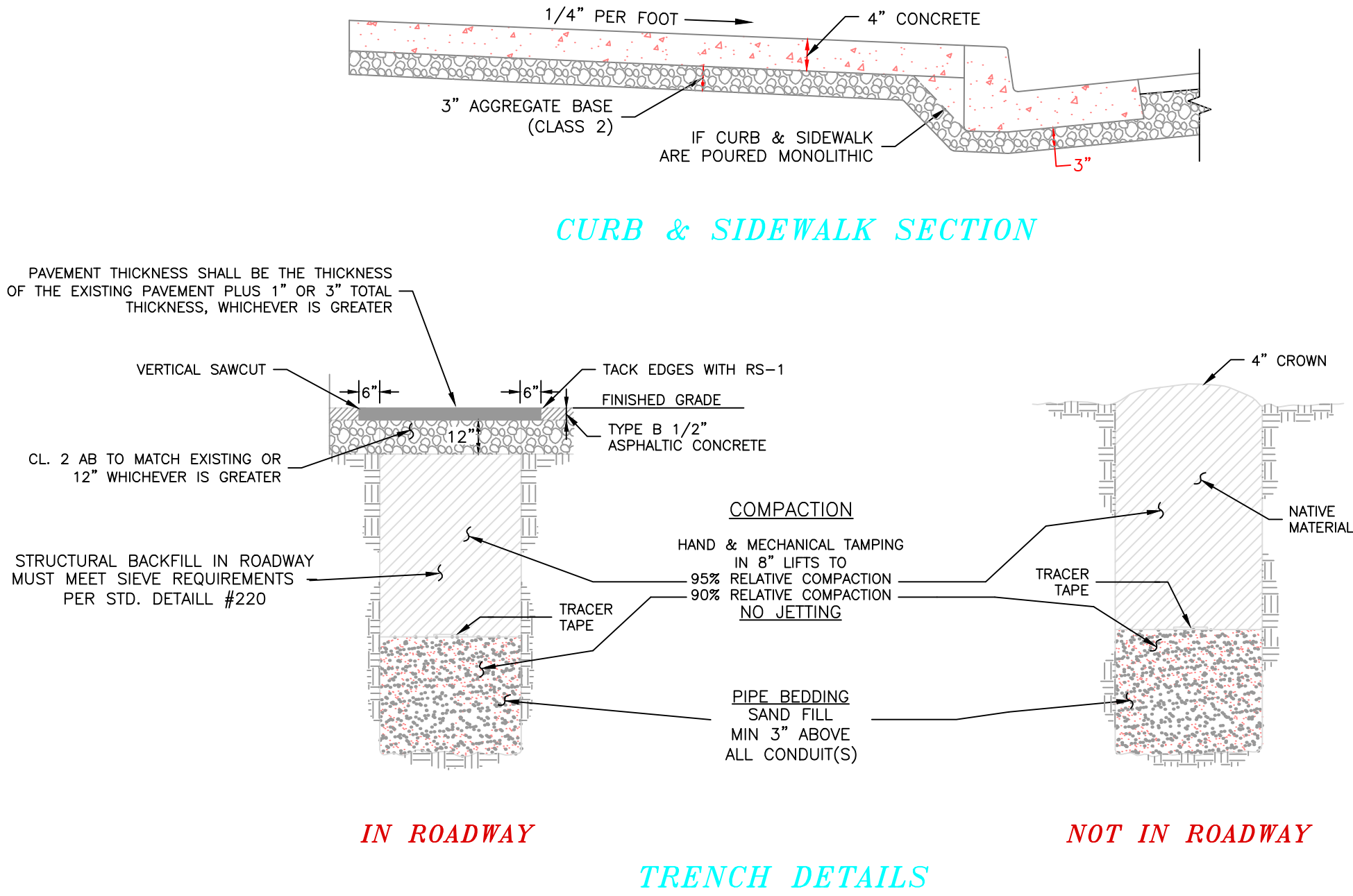
- All trenching, backfill and compaction per City specifications.
- Conduit shall be 4" & 6" PVC Sch 40 conduit. Conduit shall be a minimum PVC, Sch 40 (NEMA TC-2 (Conduit) & TC-3 (Fittings) and UL 651 (Conduit) and 514b (Fittings). Gray in color. All 90 degree elbows to have a minimum 36" radius for 4" conduit AND 48" for 6" conduit.
- Remove and replace existing asphalt concrete and sidewalk as required to install conduits and related equipment.
- All conduit stubs for future electric.
- Prove and install pull line (Mule Tape) in all conduit.
- Exact grade and location for primary vault.
- Demo and dispose of existing Vault 30 (SW Corner of Hospital Dr and Perkins Street). Splice existing conduits straight-thru. Coordinate all work with City of Ukiah Electric Utility Department.
- Excavation, backfill and compaction for primary vault(s), including installation of 12" to 18" of drain rock below vault. Hydro hammer is not to be used around substructures. City of Ukiah to inspect primary vault upon project backfill completion. Vault to be set level and flush with adjacent paving or level and 3" above ground level in landscape areas.
- Primary vault (install only). Exact location to be marked in the field prior to excavation by City of Ukiah Electric Utility Department. Primary vault shall be a Ukiah 48 per City of Ukiah Specification 922 5764, 922 5701 and 922 5702.
- Grounding per Electrical Construction Standard 314 1007 at Vault 30 (NEW).

B. CITY OF UKIAH TO FURNISH AND/OR INSTALL:

- Primary cable, primary cable terminations and associated equipment.
- Inspection of all electrical substructures prior to backfill.
- Primary vault(s) (one (1)) (Material only).

CONSTRUCTION NOTES:

- Electrical substructures (conduit, grounding) shall be inspected by the UEUD for proper installation prior to backfill of any excavation. You may call the UEUD at (707) 467-5775 to schedule inspection. The developer shall notify the UEUD 48 hours in advance of any inspection to be performed outside of the normal workday (Monday through Thursday). Developer shall pay all overtime premiums associated with inspections outside of the normal workday.
- All conduit shall be proved in a manner acceptable to the UEUD. Conduit shall be free of dirt, rocks or other obstructions which could prevent, hinder or harm the installation of electric cable. Conduits shall be joined using a medium body, clear, electrical conduit PVC solvent cement approved by the UEUD. All PVC couplings shall be long line couplings.
- Trench depth and location may have to be adjusted slightly in the field to avoid existing facilities.
- Contractor to be responsible for condition of all substructures (for example, trench settlement, damaged substructures, etc.) until one year after the date of completion of project.
- The contractor shall do no excavating until all utility agencies have been given the opportunity to mark their facilities in the field.
- Maximum deflection of a 20' section of conduit shall be 5" unless pre-made bends are used.
- The contractor shall pothole all underground utilities locations to determine exact depth prior to trenching.
- The developer shall backfill around all conduit(s) with clean sand to a minimum of 3 in. above the level of the conduit(s).
- All trenches shall be backfilled and compacted per City specifications.
- Mule Tape shall be install in all conduits. The open end of all conduits must be protected in a manner that is prohibits dirt or debris from entering.
- The ends of all stub conduit shall be securely capped. Below ground at capped location, one Greenlee Unimarker electronic marking device shall be placed for each type of conduit using the uniform color code.
- All irrigation lines, irrigation equipment and landscape shall be returned to its original condition.
- The City of Ukiah Electric Utility Department will remove all cable prior to the demo of Vault 30. You may call the UEUD at (707) 467-5775 to schedule this work.



TRENCH SPECIFICATIONS

- CONFORM TO THESE SPECIFICATIONS AND REQUIREMENTS OF THE CITY ENGINEER.
- COMPACTION: CONFORM TO SECTION 19-5, "COMPACTION" OF CALTRANS STANDARD SPECIFICATIONS, THESE PLANS, AND REQUIREMENTS OF THE CITY ENGINEER. CONTRACTOR TO PROVIDE INDEPENDENT MATERIALS AND COMPACTION TESTING.
- AGGREGATE SUBBASE: CLASS 3. CONFORM TO SECTION 25, "AGGREGATE SUBBASES", OF CALTRANS STANDARD SPECIFICATIONS. SUBJECT TO CITY ENGINEER'S INSPECTION AND APPROVAL, REUSE EXITING SURFACING AND AGGREGATE BASE. CRUSH A.C. PAVEMENT FOR REUSE AS REQUIRED. IF EXISTING MATERIAL IS INSUFFICIENT IN QUALITY OR QUANTITY USE CLASS 2 AGGREGATE SUBBASE.
- AGGREGATE BASE: CLASS 2, CONFORM TO SECTION 26, "AGGREGATE BASES", OF CALTRANS STANDARD SPECIFICATIONS.
- ASPHALT CONCRETE: TYPE B. CONFORM TO SECTION 39, "ASPHALT CONCRETE", OF CALTRANS STANDARD SPECIFICATIONS.
- FOG SEAL COAT: CONFORM TO SECTION 37, "BITUMINOUS SEALS", OF CALTRANS STANDARD SPECIFICATIONS.
- CONCRETE: CLASS B. CONFORM TO SECTION 90, "PORTLAND CEMENT CONCRETE", OF CALTRANS STANDARD SPECIFICATIONS.
- TRAFFIC STRIPES: CONFORM TO SECTION 84, "TRAFFIC STRIPES AND PAVEMENT MARKINGS", OF CALTRANS STANDARD SPECIFICATIONS.
- ANY SIDEWALK REMOVAL AND REPLACEMENT SHALL BE DONE TO SCORE LINES.

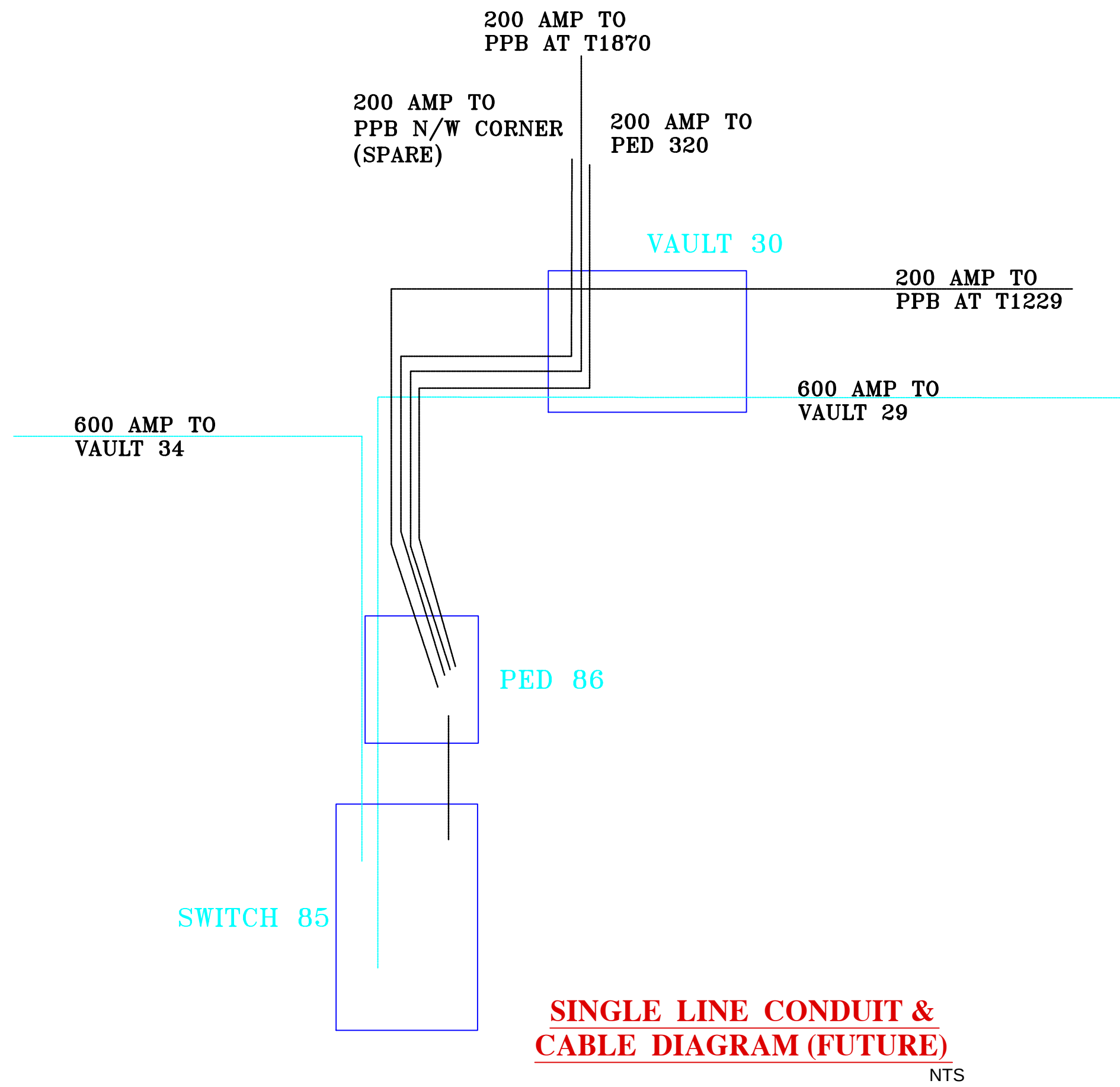
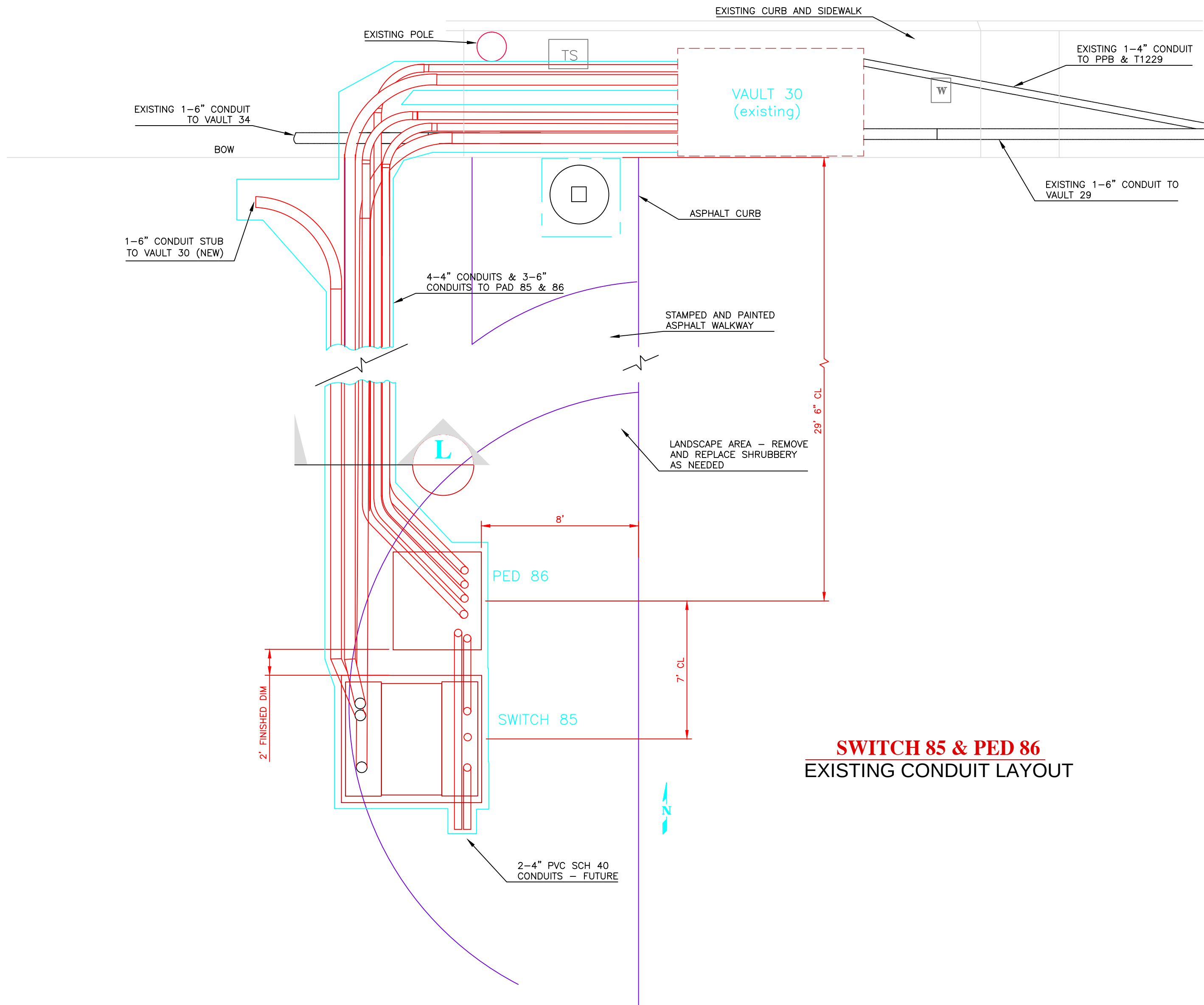
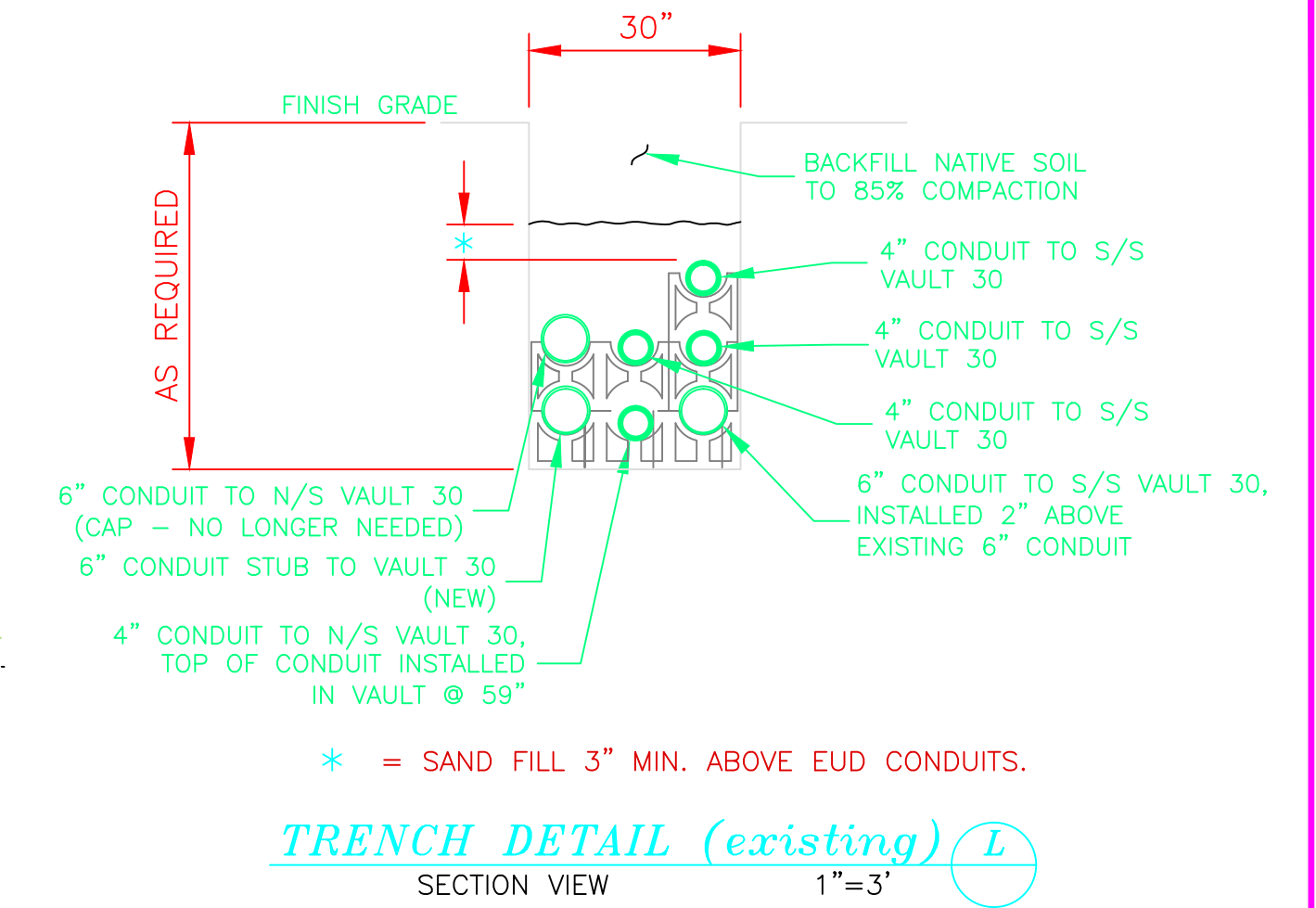
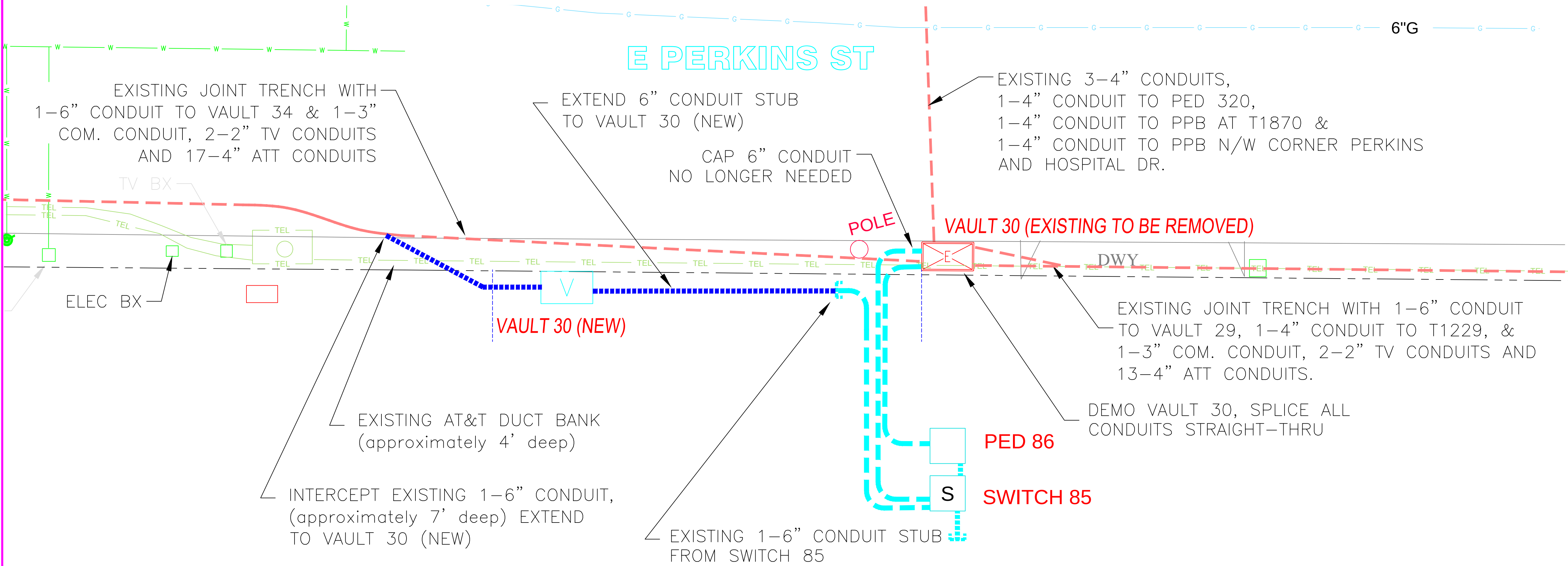
0 1/2" 1" 0' 50' 100'

WARNING
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.



CITY OF UKIAH				APPROVED BY:	
ELECTRIC UTILITY DEPARTMENT					
05/20/18	AMS	AMS			
DATE	DESIGNED	DRAWN	CHECKED	AS BUILT	

No.	REVISIONS			DATE	DSG. BY	BY	CKD	APPD
TITLE: REMOVE AND REPLACE VAULT 30 E. PERKINS STREET					W.O. 1816			
					GRID 10			
					SCALE AS SHOWN			
					DWG. No. -			
					SHEET 1 of 2			



RESIDENTIAL LEGEND:						
	PADMOUNT TRANSFORMER (SIZE AS NOTED)					
	PRIMARY PULL BOX					
	PRIMARY VAULT					
	SWITCH					
	PED					
	SECONDARY SERVICE JUNCTION BOX					
	WATER METER					
	ELECTRIC TRENCH ONLY					
	EXISTING PADMOUNT TRANSFORMER					
	EXISTING PRIMARY PULL BOX					
	EXISTING PRIMARY VAULT					
	EXISTING SWITCH					
	EXISTING SECONDARY SERVICE JUNCTION BOX					
	EXISTING CATV VAULT					
	STREETLIGHT LOCATION					
	4" CONDUIT FOR PRIMARY CONDUCTOR					
	EXISTING JOINT TRENCH					
	EXISTING UNDERGROUND SERVICE					
	TRENCH SECTION IDENTIFIER					
	TRENCH SECTION SYMBOL					
	SHEET NUMBER					

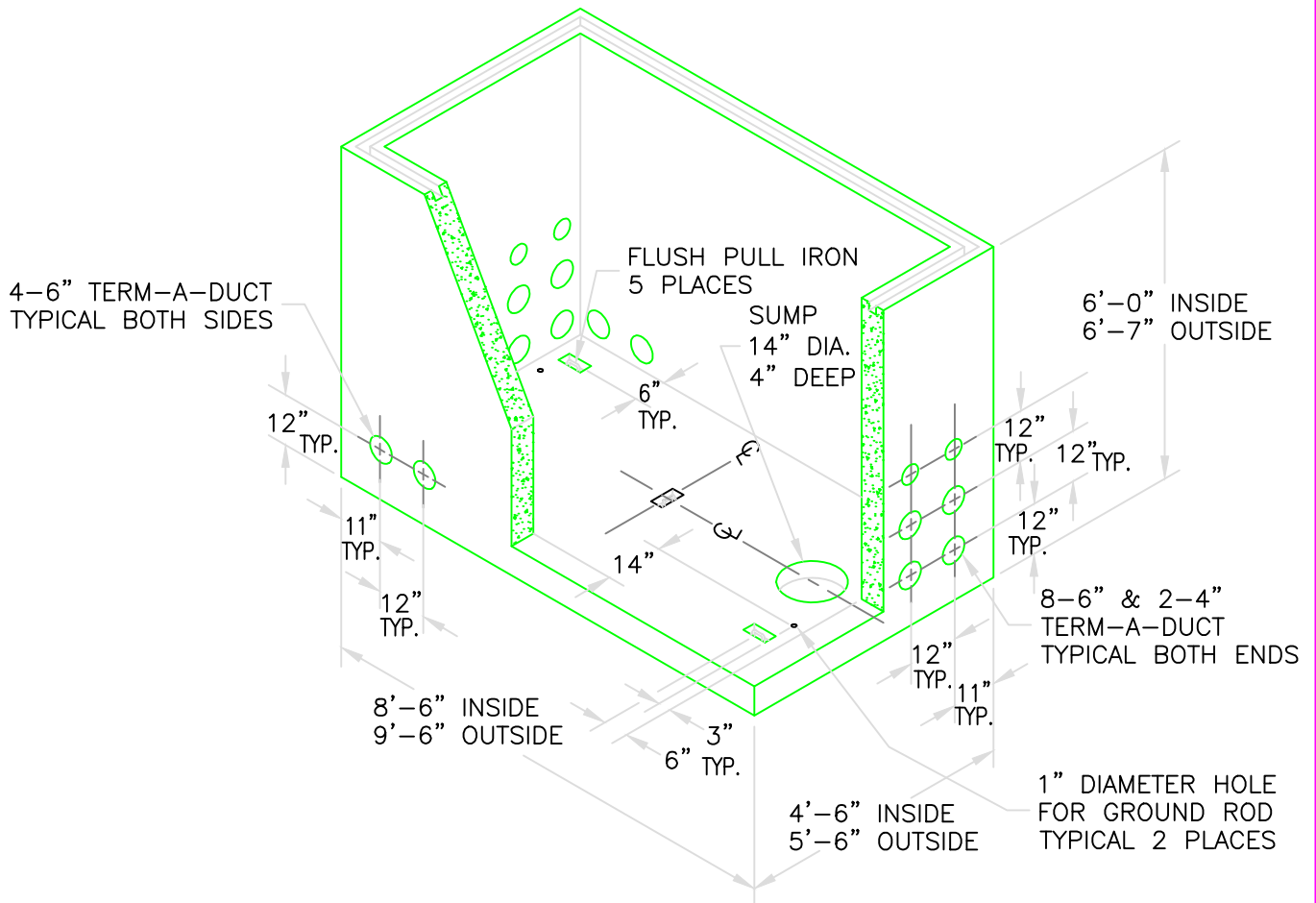
SCALE 1" = 10'

WARNING
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.



CITY OF UKIAH ELECTRIC UTILITY DEPARTMENT				APPROVED BY:	
05/20/18	AMS	AMS			
DATE	DESIGNED	DRAWN	CHECKED	AS BUILT	

No.	REVISIONS	DATE	DSG. BY	BY	CKD	APPD		
TITLE: REMOVE AND REPLACE VAULT 30 E. PERKINS STREET			W.O.		1816			
			GRID		10			
			SCALE		AS SHOWN			
			DWG. No.		-			
			SHEET		2		of	



NOTE:

PULL IRON TO BE RATED
10,000 LBS. MIN.

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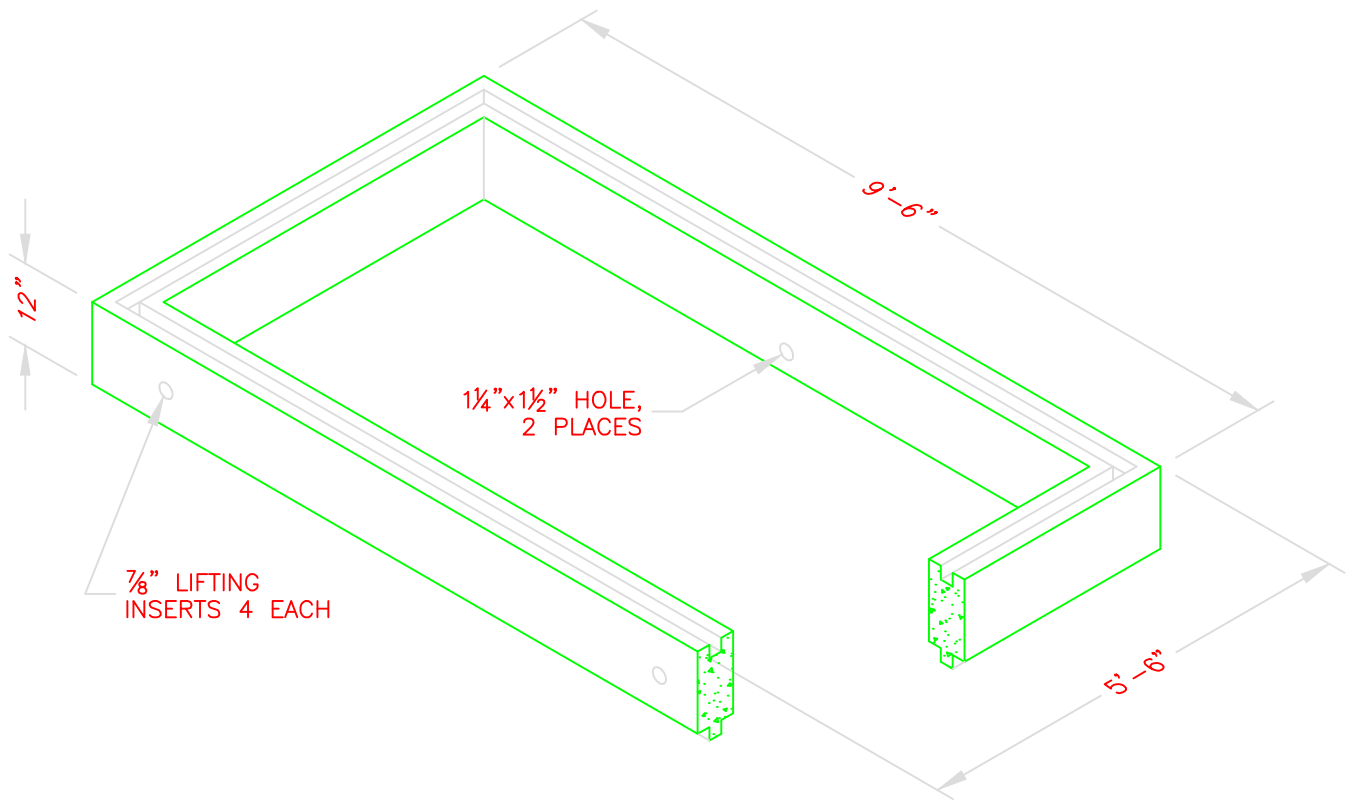
CITY OF UKIAH

ELECTRIC UTILITY DEPARTMENT

ENGINEERING STANDARD

PRIMARY VAULT — FULL TRAFFIC
UKIAH — 48

28DEC10	AMS	AMS			SHEET 1 OF 1	922 5764
DATE	DRAWN	DESIGNED	CHECKED	APPROVAL	REVISION	



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CITY OF UKIAH
ELECTRIC UTILITY DEPARTMENT

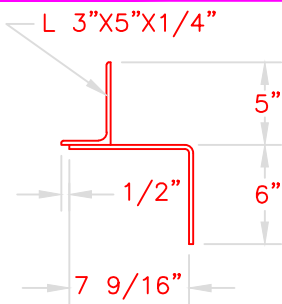
CONSTRUCTION STANDARD

12" EXTENSION RING – FULL TRAFFIC
UKIAH – 48

7

02OCT10	RF	AMS			SHEET 1 OF 1
DATE	DRAWN	DESIGNED	CHECKED	APPROVAL	REVISION

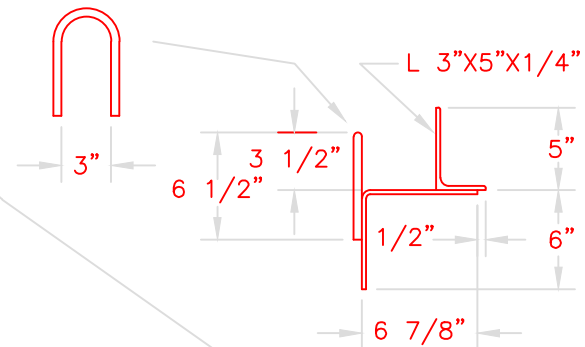
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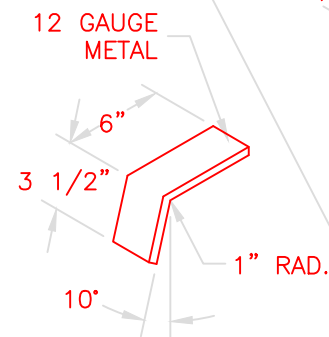
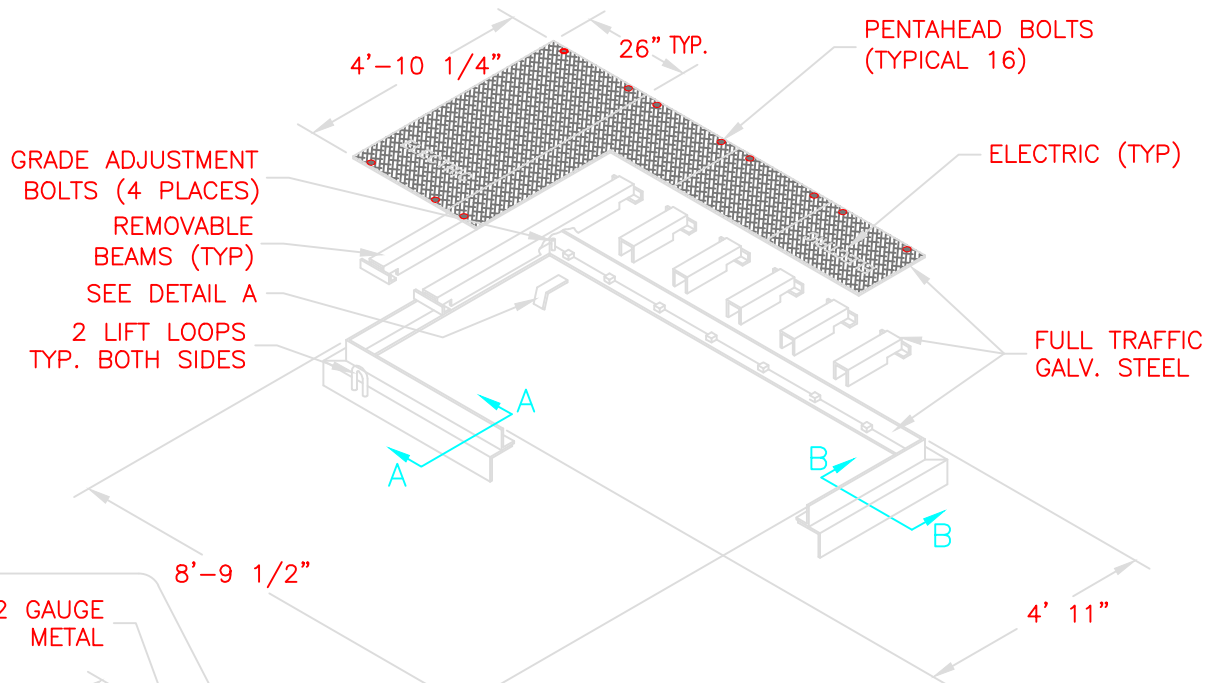
SECTION B-B

NOTE:

PULL IRON TO BE
RATED 10,000 LBS.
MIN. (VERTICAL)



SECTION A-A



DETAIL A

ADJUSTMENT BOLT SUPPORT
BRACKET (4 PLACES)

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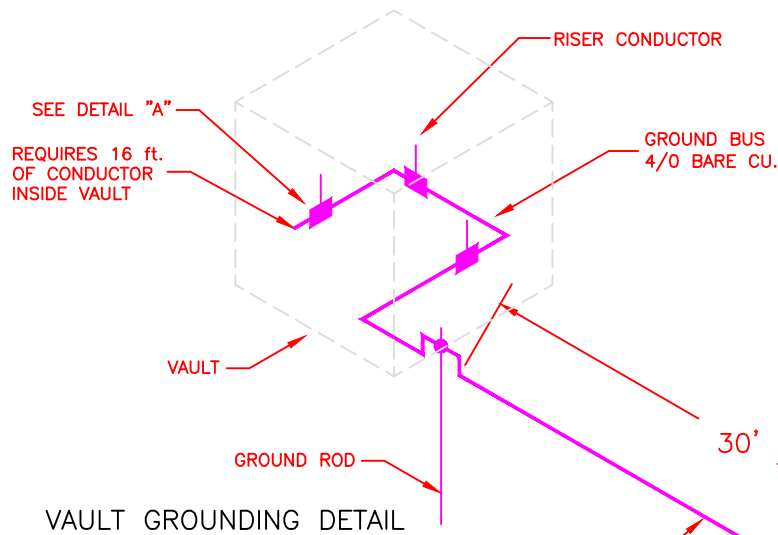
CITY OF UKIAH

ELECTRIC UTILITY DEPARTMENT

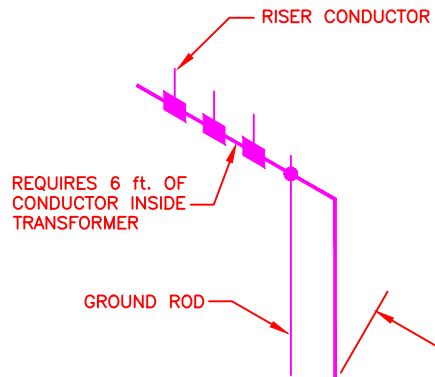
ENGINEERING STANDARD

GALVANIZED STEEL COVER – FULL TRAFFIC
UKIAH – 48

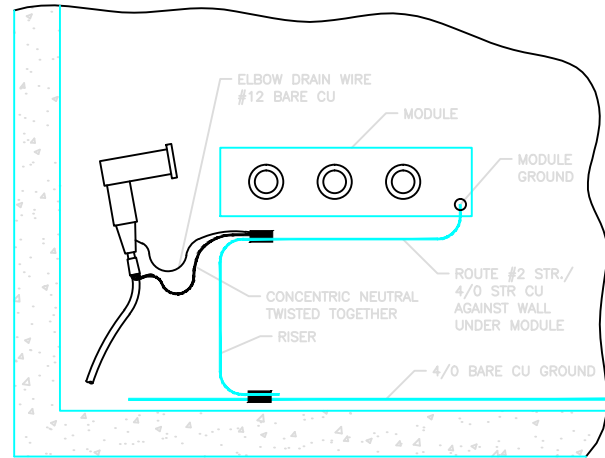
14MAY18	RF	AMS			SHEET 1 OF 1	922 5702
DATE	DRAWN	DESIGNED	CHECKED	APPROVAL	REVISION	



VAULT GROUNDING DETAIL



PADMOUNT TRANSFORMER GROUNDING DETAIL



DETAIL "A"

LEGEND:

- COPPER CRIMPIT
- GROUND ROD CLAMP

Drawing name: C:\Documents and Settings\AI Smatsky\local settings\temp\AcPublish_3324\Equipment Grounding 314 1007-1.dwg Plotted: Jan 18,2011 - 1:32pm

No.	REVISIONS	DATE	BY	CK'D	APP'D
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CITY OF UKIAH
ELECTRIC UTILITY DEPARTMENT

CONSTRUCTION STANDARD
VAULT AND PADMOUNT
EQUIPMENT GROUNDING

04JAN11	AMS	AMS			SHEET 1 OF 2	314 1007
DATE	DRAWN	DESIGNED	CHECKED	APPROVAL	REVISION	



AGENDA SUMMARY REPORT

SUBJECT: Consideration of Awarding Bid to CAL INC for the Demolition and Removal of Two (2) Dilapidated Buildings, One (1) at 506 Park Boulevard and One (1) at 1970 West Standley Street in the Amount of \$36,777.36, and Approval of Corresponding Budget Amendment.

DEPARTMENT: Community Services

PREPARED BY: Seth Strader

ATTACHMENTS:

[Attachment 1 - Request for Bid](#)

[Attachment 2 - CAL INC Bid](#)

Summary: Council will consider awarding bid to CAL INC for the demolition and removal of two (2) dilapidated buildings in the amount of \$36,777.36, and approval of corresponding budget amendment.

Background: The Parks Department used the temporary office buildings located at 506 Park Boulevard for several years before the building began to leak, asbestos was found in the walls, parts of the ceiling collapsed and the building was deemed unsafe. The Parks Department has since moved locations. In addition, the building on 1970 W Standley is in a state of collapse and poses a serious hazard to anyone who may be passing on the narrow road. Asbestos was also found in this building presenting a potential hazard.

Discussion: In March 2019, request for bid E3590-71 was issued for the demolition and removal of two (2)

RECOMMENDED ACTION: Award the bid for demolition and removal of two (2) buildings to CAL INC in the amount of \$36,777.36, and approve corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 10022100.80220.18105: \$0 10022100.80220.18104: \$0

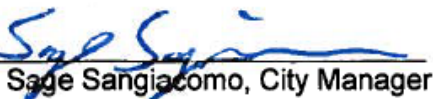
PROPOSED BUDGET AMOUNT: 10022100.80220.18105: \$21,880.55 10022100.80220.18104: \$14,896.81

FINANCING SOURCE: General Fund Reserves

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Jarrod Meyer, Parks Superintendent, Tami Bartolomei, Community Services Administrator and Mary Horger, Procurement Manager

Approved:


Sage Sangiacomo, City Manager

dilapidated buildings, the old Parks office located at Anton Stadium, and an old home located high in the hills of West Standley St. Both buildings have been tested positive for asbestos and require special demolition and disposal measures. See Attachment 1 for a copy of the bid specification, request for bid and detailed reports of asbestos at these locations.

A mandatory pre bid meeting was held on Tuesday March 19th, three (3) contractor representatives attended this meeting. Both sites were reviewed. One (1) bid was received from CAL Inc. in the amount of \$36,777.36, which is in line with the cost anticipated for this work. Please refer to Attachment 2 for a copy of the bid tab.

It is staff's recommendation Council approve the award of bid for the demolition and removal of two (2) dilapidated buildings in the amount of \$36,777.36 to CAL INC.



REQUEST FOR BID

REQ. NO. E35970-71

BIDS WILL BE RECEIVED UNTIL 1:30 p.m., March 26th, 2019
AT THE OFFICE OF THE BUYER 300 SEMINARY AVE. CITY of UKIAH BY: Seth Strader Email: sstrader@cityofukiah.com

ALL BIDS SHALL BE F.O.B. UKIAH, CA.

1. LOCAL PREFERENCE: Local Vendors shall be given an allowance of five percent (5%), up to a maximum allowance of \$2,500, on any bid for supplies, equipment and/or materials per Ukiah City Code Section 1522.D.4. A Local Vendor is defined as one which, 1) conducts business in an office or other business premises with a physical location in Mendocino County, 2) holds a valid business license issued by Mendocino County or one of the cities in Mendocino County for that business location, and 3) has conducted business in compliance with 1) and 2) for not less than six (6) months prior to requesting the preference. The City shall receive satisfactory proof that a business qualifies as a local vendor before it may receive the local preference. In the event that there is a tie bid, where one bidder is local, the other is not, and the bid is equal in price and quality, the award shall go to the Local Vendor.
2. Right is reserved to reject any and all bids.
3. Right is reserved to accept separate items unless specifically denied by bidder.
4. Right is reserved to reject a bid from any bidder who has previously failed to perform adequately for the City of Ukiah.
5. In CASE OF DEFAULT, the City of Ukiah may procure the items quoted on from other sources and hold the original bidder liable for any increased costs.
6. The price, terms, delivery point, and delivery date may individually or collectively be the basis of the awarding of the bid.
7. In submitting the bid, bidder agrees that the bid shall remain open and may not be revoked or withdrawn for 60 days from the bid due date, unless a different time period is specified in RFB.
8. Bidder agrees to perform according to its bid, if the City's acceptance is communicated to the bidder within the time specified in number 7 above.

**REQUEST FOR BID
City of Ukiah**

**Building Demolition/Removal
E35970-71**

March 7th, 2019

**Mandatory Pre-Bid Meeting
10:00AM Tuesday March
19th, 2019 at 506 Park
Boulevard, Ukiah CA 95482**

**Bid Due Date
March 26th, 2019**

I. Introduction

City of Ukiah is seeking bids from qualified Contractors for all labor, equipment and materials for the demolition, removal and disposal of the two (2) damaged and dilapidated buildings, one (1) located at 506 Park Blvd and one (1) located at 1970 W. Standley St Ukiah, CA 95482.

II. Bid Procedure

PLEASE TAKE NOTICE: This Request for Bid (RFB) is issued as an open market purchase under Section 1522 of the Ukiah City Code. This is not a formal or informal bid under the provisions of state law governing RFB's for Public Projects. The procedures governing open market purchases are at the discretion of the Purchasing Officer and may vary from bid to bid, depending on the City's needs. The City Code encourages the Purchasing Officer to use modern communications, including the telephone, e-mail and the internet, to obtain the lowest possible price, consistent with the City's needs. The Purchasing Officer does use City bidder's lists when soliciting bids. You may contact the Purchasing Officer if you would like to be placed on the City's bidder's list.

III. Contact Person

The City has designated Seth Strader, Buyer as the contact person for questions related to the work requested. Questions are to be submitted in writing, and can be done so by e-mail at sstrader@cityofukiah.com.

IV. Examination of the Site

The Contractor should familiarize himself with the local conditions of the project sites, and shall be responsible for having acquired full knowledge of the job and all problems affecting it. Failure to do so will in no way relieve him/her of the responsibility for performing any of the work or operations required as part of this contract.

V. Mandatory Pre-Bid Meeting

A mandatory pre-bid conference will be held at 10:00a.m., Tuesday March 19th, 2019 at the parking lot of Anton Stadium located at 506 Park Blvd, Ukiah CA, followed by the site at 1970 W Standley to fully acquaint interested Contractors with local conditions, construction and labor required so that he or she may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Failure to attend the mandatory bid conference will be just cause for the bid to be rejected as non-responsive. Bidders shall thoroughly examine and be familiar with the Plans and Special Provisions.

Oral statements or instructions made during this visit will not constitute an amendment to this solicitation. The City will determine the appropriate action necessary, if any, and may issue a written amendment to the bid request.

VI. Bid Submittal Instructions

Bids can be submitted in hardcopy, fax, or by email. **Bids are due on or before March 26th, 2019 by 1:30PM to:**

City of Ukiah Purchasing Department
Attn: Seth Strader
411 West Clay Street
Phone: (707) 467-5719, Fax: (707) 463-6204
Email: sstrader@cityofukiah.com

It will be the sole responsibility of the bidders to have their bids delivered to the City before the closing hour and date. Late bids will not be considered and will be returned unopened to the sender. The City will not be responsible for any cost incurred by the Contractor in preparation of their bid response.

VII. Scope of Work

Work requested under this bid shall, in general, consist of all labor, equipment and materials for the demolition, removal and safe and environmentally compliant disposal of:

- The damaged and dilapidated portable office building located in the parking lot of Anton Stadium, 506 Park Boulevard, Ukiah, CA 95482. Please see pictures provided for in Attachments A and B.
- The damaged and dilapidated house located at 1970 W. Standley St, Ukiah CA 95482. Please see pictures provided for in Attachments C and D.

A Hazardous Material Survey was performed on these building. Results of this survey can be found in Attachments E, F, G and H. Based on these findings, the selected contractor will be required to hold the proper licensing as indicated in Section XI.3) a). Handling and disposal will be in compliance with all City, County, State and Federal laws.

There are no existing axles on the building. Fencing connected to the building is part of the demolition scope. Wood slotted chain-link fence and bollards shall remain, and work will have to be performed around them. Both the electric and water have been completely disconnected. The sewer line will need to be capped during demolition process, and is part of the scope of work. Since the location of the work is close to trees, the performance of the work shall be in compliance with the *City of Ukiah Tree Management Guidelines* (Revised 11/19/14), and provided here as Attachment I. At job completion, site shall be completely clean, and safe for pedestrian walk-thru.

Contractor shall take whatever steps are necessary to provide that the finished job will be as generally accepted by recognized industry standards.

Work schedule should be based on working Monday thru Friday, 7:00 a.m. through 4:00 p.m., excluding City holidays.

On a daily basis, the Contractor shall keep the site of work and adjacent premises safe and as free from material, debris, and rubbish as practical. All construction debris created by project must be cleaned up, removed, and be disposed of properly and recycled if practical. Hauling and dump fees are the responsibility of the Contractor.

Contractor will be responsible, in accordance with Construction Safety Orders of the Division of Industrial Safety, State of California, to ensure the least possible obstruction to traffic and inconvenience to the general public, and adequate protection of persons and property in the vicinity of the work.

Work will not be considered complete until final inspection has been made by the City of Ukiah Parks Supervisor, and work has been completed to his/her satisfaction.

VIII. Measurement and Payment

Measurement – demolition, removal and disposal of the portable office building by the lump sum bid.

Payment – The lump sum price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all the work involved as described by the project scope and plans, and no additional compensation will be allowed therefore.

IX. Terms

The City asks that vendors specify their desired payment preferences in their bid response. The actual payment terms of the contract will be open for negotiation during the contract phase. If no special payments are requested prior to issuing the work, the City will assume net 30 terms.

The City reserves the right to award to the lowest, responsible bidder. The City also reserves the right to waive any irregularities and technicalities and request rebids should it be deemed in its best interests to do so. The price, terms, delivery point, and delivery date may individually or collectively be the basis of the awarding of the bid. In addition, the City reserves the right to make the selection of specific parts of a bid, or multiple proposals that will best meet the needs of the City as defined in this RFB. In addition, the City reserves the right to reject any or all bids. The awarded contractor will enter a “Short Form Construction Contract”, Attachment B.

X. Bidder Qualifications

The City will satisfy itself that the potential contractors are reputable firms with a proven track record and a proven product. Contractors are asked to provide the information requested under Work Performance History Capability. References are to be those who you have performed similar scope of work as asked for in this RFB. References are to include the contact name and phone number. A minimum of three references are requested.

XI. Insurance Requirements

Bidder’s attention is directed to the insurance requirements – see Attachment J. Contractors shall furnish to the City, *upon award of contract*, certificates of insurance covering full liability under Worker’s Compensation laws of the State of California, Comprehensive General Liability and Business Auto Insurance with policy limits of not less than \$2,000,000 naming the City as an additional insured party.

It is highly recommended that contractors confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent awarded contractor fails to comply with the insurance requirements, that contractor may be disqualified from award of the contract. If you have questions regarding the City’s requirements, please contact the City’s Risk Manager at 707-463-6287.

XII. License and Additional Requirements

- 1) Compliance with Laws and Regulations: All materials, parts and equipment furnished pursuant to these specifications shall be in compliance with the laws and regulations of the State of California and OSHA. The contractor shall, if requested by the City, supply certification and evidence of such compliance.
- 2) Legal Requirements and Permits: The contractor agrees to fully comply with all local, City, State and Federal laws, regulations and ordinances governing performance of contractual services required, and it will be

the responsibility of the contractor to obtain any and all necessary licenses, permits or clearances, including the actual cost of licenses.

3) License Requirements: Bidder/Contractor must possess a current **State of California contractor's license** and a **City of Ukiah business license**. (For information business license, please contact Liz Frausto, City of Ukiah Finance Department at 707-463-6215.)

- a) The Contractor shall possess a valid State of California Class A, B or Class C-21 license with a Class C-22 Asbestos Abatement License and Hazardous Substance Removal Certification. Bidder shall provide proof of possession of the proper licenses and certificates of registration necessary to perform the work. Employees actually performing the tasks shall provide proof of proper certificates of registration for same.
- b) The bidder shall keep in force a City of Ukiah business license for the extent of the project.
- c) Where subcontractors/jobbers are used, bidder shall provide the City with proof of proper licenses, certificates and proof of insurance for work performed.

4) Notice to Bidders – Contractor Registration and Prevailing Wages –*No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The prime contractor shall be responsible for posting job site notices as prescribed by regulation. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.*

Public Works Small Project Exemption: Small project exemption means that contractors who work exclusively on small projects are not required to register as public works contractors or file electronic certified payroll reports for those projects. However, prevailing wages must still be paid on projects with small project exemption. Contractors are still required to maintain certified payroll records on a continuous basis, and provide those records to the Labor Commissioner's Office upon request. Small project exemption is applied based on the amount of the entire project, not a contractors subcontracted amount of the project. Small project exemption applies for all public works projects that do not exceed: \$25,000 for new construction, alteration, installation, demolition or repair; and \$15,000 for maintenance.

Each laborer or mechanic of Contractor or any subcontractor engaged in work on the project under this contract shall be paid, pursuant to provisions of Section 1770, including amendments thereof, of the Labor Code of the State of California, the Director of the Department of Industrial Relations, State of California, has ascertained the general prevailing rate of wages for straight time, overtime Saturdays, Sundays and Holidays including employer payment for health and welfare, vacation, pension and similar purposes, copies of the General Prevailing Wage Determination (applicable to the work), for the locality in which the work is to be done can be reviewed at Website: www.dir.ca.gov/dlsr/pwd/northern.html .

The Labor Commissioner through the Division of Labor Standards Enforcement (DLSE) may at any time require contractor and subcontractors to furnish electronic certified payroll records directly to DLSE. For projects that do not meet the "Public Works Small Project Exemption", contractors and subcontractors must furnish electronic certified payroll records directly to the DLSE.

INDEMNIFY AND HOLD HARMLESS AGREEMENT

Contractor agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the City, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities, or costs of litigation that may be asserted by any person or entity, arising

out of or in connection with the negligent or willful misconduct in the performance by contractor hereunder, whether or not there is concurrent, passive or active negligence on the part of the City, but excluding liability due to the sole active negligence or willful misconduct of the City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under Workmen's Compensation acts, disability benefits acts or other employee's benefits acts.

Contractor shall be liable to the City for any loss or damage to City property arising from or in connection with Contractor performance hereunder. The undersigned acknowledges that this document, together with the resulting purchase order issued by the City, the executed Short Form Construction Contract, the insurance requirements for contractors, and the Contractor Statement Regarding insurance coverage comprise a written agreement between the Contractor and the City binding on both parties.

The undersigned declares they are familiar with the items specified and have carefully read the RFB specification/requirements, checked all of the figures stated on the specifications and accepts full responsibility for any error or omission in the preparation of this bid.

This bid is submitted by, (check one)

____ Individual Owner ____ Partnership ____ Corporation ____ Other

Legal Name of Bidder _____

Address of Bidder _____

Tax ID# _____

Phone Number _____ Fax Number _____

California State Contractor's License #: _____ **Expiration Date:** _____

DIR Public Works Contractor Registration #: _____

By: _____ Date _____

Signature

Print or Type Name: _____

Title

WORK PERFORMANCE DATA

HISTORY AND CAPABILITY: Provide the name, locations and a narrative statement on the work performed.

WORK PERFORMED

1. COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE _____

2. COMPANY NAME: _____

CONTACT _____

ADDRESS _____

PHONE: _____

3. COMPANY NAME: _____

CONTACT: _____

ADDRESS _____

PHONE: _____

4. COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE: _____

5. COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE: _____

SUBCONTRACTORS: *The bidder must submit a list of subcontractors whom he proposes to employ on the work with proper firm name and business address of each.*

1)Subcontractor's Name

Work to be performed

Address

City/State/Zip

Phone Number

Fax Number

California State Contractor License #

DIR Public Works Contractor Registration #

2)Subcontractor's Name

Work to be performed

Address

City of Ukiah		Building Demolition/Removal E35970-71 - RFB
_____ City/State/Zip		_____
_____ Phone Number	_____ Fax Number	_____
_____ California State Contractor License #		_____ DIR Public Works Contractor Registration #
_____ 3)Subcontractor's Name		_____ Work to be performed
_____ Address		_____
_____ City/State/Zip		_____
_____ Phone Number	_____ Fax Number	_____
_____ California State Contractor License #		_____ DIR Public Works Contractor Registration #

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

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

Building Demolition/Removal E35970-71

Should we/I be awarded the contract, we/I certify that we/I can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agree to name the **City of Ukiah as Additional Insured** for the work specified. And we/I will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, before commencing the performance of the work specified.

Please Print (Person, Firm, or Corporation)

Signature of Authorized Representative

City of Ukiah

Building Demolition/Removal E35970-71 - RFB

Please Print (Name & Title of Authorized Representative)

Date

Phone Number









MicroTest™ Laboratories, Inc.
AIHA ELPAT # 160934
5150 Sunrise Blvd., Suite B-1
Fair Oaks, CA 95628
Ph- (916) 567-9808 Fax- (916) 436-3603
microtestlabsinc@yahoo.com

Client Name:	HTA PO Box 1930 Fair Oaks, CA 95628	Contact Name:	Hugh Thompson, P.E., DEE
		Sampler:	CTT
		Sample Date:	06/09/15
Project:	Anton Field Portable	Receipt Date:	06/10/15
		Report Date:	06/10/15
Job No:	C00397-07	Accession No:	L2357-L2361

Non-Viable Bioaerosol Analysis

Lab ID	Client ID	Sample Location	Matrix	Parameter	Results	Units	Reporting Limits	Method	Notes/Comments
L2357	L-1	Door Jamb Interior	Paint	Lead	<0.01%	Wt %	0.01%	EPA 7420	
L2358	L-2	Entry Door	Paint	Lead	1.02%	Wt %	0.01%	EPA 7420	
L2359	L-3	Exterior Walls (Composite)	Paint	Lead	0.06%	Wt %	0.01%	EPA 7420	
L2360	L-4	Down Spout	Paint	Lead	0.01%	Wt %	0.01%	EPA 7420	
L2361	L-5	Exterior Window Trim (Composite)	Paint	Lead	<0.01%	Wt %	0.01%	EPA 7420	

This report applies to the standards and procedures indicated and to the specific samples analyzed.
Sample results have not been corrected for blank values

EPA Method 7000B & EPA Method 7420= EPA 600R/R93/200 Preparation Modified & EPA 7000B & EPA 7420 Analysis Modified

Analyst: _____

M. Nguyen

Technologist: Rebecca Hutto, MicroTest Labs™, Inc.

Analyst: M. Nguyen

Analyst: A. Nagra

L2357-L2361

[illegible]

H T A

SCIENCE & ENGINEERING, INC.

Licensed by California State Board for Professional Engineers
CSLB #813806

PO Box 1930 Fair Oaks, CA 95628-5838

916-965-4235

fax: 916-965-1167

WWW.HTAENGINEERING.COM

REPORT OF INVESTIGATION

1. General

- 1.1. **Requestor of investigation:** LACO Associates, Christopher J. Watt, C.E.G
- 1.2. **Job number:** C00397-07
- 1.3. **Authorization number/Project number:** 6883.21
- 1.4. **Date and time of investigation:** June 9, 2015 10:00 am
- 1.5. **Date of report:** June 15, 2015
- 1.6. **Previous Reports:** HTA has not written previous reports for this property
- 1.7. **Location of building:** 506 Park Blvd, Ukiah, Ca 95842
- 1.8. **HTA Personnel:** CTT (CDPH #18379) and TVT (CAC #10-4637)

2. Investigation Description

- 2.1. **Focus of Concern (Description of Work Requested/Authorized)**
HTA was requested to perform a pre-demolition lead paint chip and bulk asbestos sampling on an unused portable building at the above address.
- 2.2. **Investigative specification description:** bulk lead paint chip samples and bulk asbestos samples.
- 2.3. **Structure status at time of investigation:** The structure is an unused portable building located on the property of Anton Stadium in Ukiah, Ca. The building has fallen into a state of disrepair and is reportedly to be demolished. Portions of the roof have collapsed, ceiling materials have fallen, and significant signs of insect and rodent activity were observed. Although outside the scope of work for this project, substantial moisture intrusion and mold amplification were observed.

3. Details

- 3.1. **Photos:** See attached photos, data sheets and floor plan.

4. Asbestos Results

Below are only the samples containing asbestos (other samples were reported by the laboratory as “none detected.”) See the lab data sheets for a complete listing of all the samples collected and their results. All sample locations are indicated on the attached floor plans.

Bulk Asbestos Results

Material Type	Sample Number	Sample Fiber %	Cal OSHA ACCM > 0.1% or Trace	EPA ACM > 1%	Abatement Regulations
Brown floor tile	A-18	2%		X	Category I Non-friable (NESHAP) Category II Class II work (Cal/OSHA) Non-friable unless cut or ground with power tools
Brown floor tile	A-19	2%		X	
Brown floor tile	A-17	2%		X	
Brown tile	A-24	2%		X	
Roof mastic/silver paint	A-21	2%		X	Category I Non-friable (NESHAP) Category II Class II work (Cal/OSHA) Non-friable unless cut or ground with power tools
Roof mastic/silver paint	A-22	2%		X	

4.1. Definitions

Asbestos Containing Material (ACM): Any manufactured material, which contains greater than one percent asbestos.

Asbestos Containing Construction Material (ACCM): Manufactured construction material that contains more than 0.1% asbestos.

Category I Non-friable Asbestos Containing Material (ACM): Asbestos containing packing, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos as determined using the method specified in Appendix A, subpart F, 40 CFR part 763, section 1, Polarized Light Microscopy.

Category II Non-friable ACM: Any material, excluding Category I non-friable ACM, containing more than 1 percent asbestos as determined using the methods specified in Appendix A, subpart F, 40 CFR part 763, section 1, Polarized Light Microscopy that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Class I Asbestos Removal: Class I Asbestos Work means activities involving the removal of large amounts of TSI or Surfacing.

Class II Asbestos Removal: Class II Asbestos Work means activities involving the removal of ACM which is not thermal system insulation or surfacing material. This includes but is not limited to, the removal of asbestos containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.

Class III Asbestos Removal: Class III Asbestos Work means activities involving the repair and maintenance operations, where small amounts ACM, including thermal system insulation and surfacing material, is likely to be disturbed.

Class IV Asbestos Removal: Class IV Asbestos Work means activities involving the contact with ACM but not disturbing ACM. Disturbing ACM involves cutting, breaking, sanding, grinding, or abrading.

Friable: Able to crumble into dust by hand pressure.

NESHAP: The National Emissions Standards for Hazardous Air Pollutants (NESHAPS) are emissions standards set by the United States EPA for an air pollutant not covered by NAAQS that may cause an increase in fatalities or in serious, irreversible, or incapacitating illness. The standards for a particular source category require the maximum degree of emission reduction that the EPA determines to be achievable, which is known as the Maximum Achievable Control Technology (MACT). These standards are authorized by Section 112 of the Clean Air Act and the regulations are published in 40 CFR Parts 61 and 63.

PCM: Phase Contrast Microscopy as it relates to clearance air, personnel exposure assessment and ambient air monitoring. This procedure must follow NIOSH Method 7400, Asbestos Fibers by PCM

PLM: Polarized Light Microscopy used for bulk sample analysis with dispersion staining for the determination and quantifying of Asbestos in Bulk Samples building materials.

Regulated Asbestos Containing Material (RACM): (a) Friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by 40 CFR 6 1.

TEM: Transmission Electron Microscopy as defined for Asbestos clearance air monitoring within AHERA. This procedure must follow the NIOSH Method 7402, Asbestos Fibers by TEM

4.2. Asbestos and its uses

Asbestos is a term that refers to a group of naturally occurring fibrous minerals. Because of their resistance to decay and their remarkable insulating properties, asbestos fibers have been incorporated into thousands of products and materials. Collectively these products are frequently referred to as asbestos-containing materials (ACM). Many types of ACM have been used in the construction of buildings and homes. ACM types are generally put into one of three classifications, they are:

1. Surfacing materials

Surfacing materials are those products, which have been sprayed or trowelled onto ceilings, walls, and other structural elements. (e.g. fireproofing, thermal insulation, or decoration) Because of the type of mixture used in the construction industry, these materials are commonly *friable*, that is they are easily crushed or reduced to powder form with hand pressure.

2. Thermal systems insulation (TSI)

The insulation applied to mechanical systems, hot water pipes and heating ducts often contains asbestos. Hot water pipes and heating systems are covered with asbestos insulation primarily to prevent heat loss and to protect

other nearby surfaces from the hot pipes. Much of this asbestos insulation was manufactured from 1920 to 1972, and it was used in construction until 1978.

3. Miscellaneous

Miscellaneous ACM materials include all asbestos products, which cannot be classified as either surfacing material or TSI. These materials are usually non-friable and generally do not release asbestos fibers into the air unless damaged. Products such as floor tile, mastic, roofing material and concrete asbestos products are examples of miscellaneous ACM

4.3. Current Asbestos Regulations

The following is a summary of select major state and federal asbestos regulations. These summaries are not intended to be a comprehensive discussion of the specific regulations. In addition, this summary is not an all-inclusive overview of the asbestos regulatory universe.

Division of Occupational Safety and Health (Cal-OSHA) – Title 8 CCR § 1529

On July 2, 1996, Cal-OSHA implemented revised general industry and construction asbestos standards, which apply to all occupational exposure to asbestos. The new Cal-OSHA construction standard requires owners of buildings built prior to 1981 to presume that a variety of building materials contain asbestos unless they are sampled and proved to not contain asbestos. Employers whose employees work in these same buildings face the same responsibility to either test materials or treat them as ACM.

The standard describes four classes of asbestos-related work: I) removal of asbestos thermal systems insulation and surfacing materials, II) removal of asbestos material which are not thermal systems insulation or surfacing materials, III) repair and maintenance operations where small amounts of asbestos or presumed asbestos (PACM) is likely to be disturbed, and IV) maintenance and custodial activities during which employees contact but do not disturb ACM or PACM and activities to clean up dust, waste, and debris resulting from Class I, II, and III activities. For each class, OSHA specifies the type of training, work practices, air sampling, and personal protection required of the employer and worker. This new regulation is a jobs based standard. Specific notifications and work practices are required if asbestos will be disturbed.

EPA's NESHAP Regulation – 40 CFR Part 61, Subpart M

NESHAP requires building owners to inspect a building for asbestos prior to renovation or demolition. The EPA must be notified in advance of all demolition (whether there is asbestos present or not) and if more than 160 square feet, 260 linear feet, or 35 cubic feet of Regulated Asbestos Containing Materials (RACM) are going to be disturbed during renovation. RACM must be removed before any demolition or renovation work disturbs it. Specific work practices must be followed during the removal of RACM. RACM must

be adequately wet when disturbed and must remain wet until placed in leak proof containers. No visible emissions are allowed during collection, packaging, transportation, or disposal of RACM. Records must be kept regarding the transportation and disposal of RACM.

In many areas, including the Solano Area, the federal NESHAP regulation is enforced by the local air quality management district (AQMD). In many cases, EPA has "delegated" NESHAP enforcement to these local agencies. Each AQMD has developed an enforcement regulation based on the NESHAP regulation, and in many instances these local regulations are more stringent than the Federal EPA NESHAP regulation

5. Lead Results

Lead Paint Chip Samples

Building Number	Sample Location	Sample Number	Lead Concentration	Lead-based Paint CalOSHA > 600ppm DHS, EPA, HUD >5000 ppm (0.5%)	Lead-containing Material CalOSHA any detectable amount
3	Entry Door	L-1	1.02%	X	X

5.1. Lead Standards

The following is a discussion of the lead paint, dust, and soil standards established by the California Department of Health Services (DHS), California Occupational Safety and Health Administration (Cal OSHA), Environmental Protection Agency (EPA), and U.S. Department of Housing and Urban Development (HUD). These standards were used to compare with the sample results obtained during the risk assessment of the subject property

5.2. Lead-Based Paint and Lead-Containing Materials

The DHS, EPA, and HUD define "lead-based paint" (LBP) as any surface coating which contains a lead content of 5,000 parts per million (ppm) (or 0.5% by weight) or greater. Accordingly, surface coatings containing a lead content below these levels are not considered LBP and are not considered a hazard as defined by DHS, EPA, and HUD. LBP can present a lead hazard if the paint is damaged or deteriorated.

Cal OSHA defines lead-based paint at the Consumer Product Safety Commission's (CPAC) level of 600 ppm for non-trigger tasks (trigger tasks are discussed in the Lead-based Paint Regulation section of this report). However, when trigger tasks are conducted, the Cal OSHA regulation must be followed when there is **any detectable lead** in the product being disturbed.

Government Agency	Lead-based Paint Definition	Lead-containing Material Definition
<i>OSHA and Cal OSHA</i>	600 ppm or greater	Any detectable amount
<i>DHS</i>	1 mg/cm ² or 5,000 ppm (or greater)	N/A
<i>EPA</i>	1 mg/cm ² or 5,000 ppm (or greater)	N/A
<i>HUD</i>	1 mg/cm ² or 5,000 ppm (or greater)	N/A

5.3. Lead In Dust

The DHS, EPA, and HUD have each established lead in dust standards to define the presence of a lead hazard. According to these agencies, a lead hazard is determined to be present when lead wipe sample results are at or above the following hazard levels.

Sample Location	Hazard Level
Hard Floors	40 µm/sq ft (50 DHS)
Interior Window Sills	250 µm/sq ft
Exterior floors & horizontal window surfaces	400 µm/sq ft

5.4. LEAD-BASED PAINT REGULATIONS

5.4.1. California Department of Health Services (DHS) - Title 17, CCR, Division 1, Chapter 8, Sections 35000-361000

The DHS has implemented a comprehensive regulation that provides an accreditation process for lead training providers and professionals. This regulation requires anyone conducting lead paint surveys, risk assessments, lead paint abatement and lead hazard reduction work in any public or residential building to be DHS trained and certified.

A written abatement plan describing exposure prevention procedures, abatement methods, items to be abated, re-survey recommendations, and instructions on how to maintain potential lead hazards in a safe condition is required for all abatement work. DHS also requires notification of upcoming abatement work on Form 8551. This form must be posted at all job site entrances five days before abatement begins.

The standard requires inclusion of certain elements in each hazard evaluation report including a copy of DHS Form 8552. In addition, the standard requires the use of HUD guidelines when performing lead risk assessments, surveys, monitoring, abatement and interim control work

5.5. Environmental Protection Agency (EPA) - Title X

Under the Housing and Community Development Act of 1992 (Title X) Congress required the EPA to take on many responsibilities. A few of the key issues are discussed below.

On August 28, 1996, the EPA issued a model lead training and accreditation regulation. States were given two years to develop their own programs or adopt the EPA program. In California, the Department of

Health Services (DHS) has developed a state training and accreditation program, which is currently in effect.

In March 1996, the EPA issued the Real Estate Notification and Disclosure Rule. This rule requires owners of all private housing built before 1978 to take four actions, as follows:

1. Disclose any known hazards to potential buyers or renters.
2. Give potential buyers or renters the EPA/HUD lead disclosure pamphlet titled "Protect Your Family from Lead In Your Home."
3. Allow potential buyers ten days to conduct an optional survey or risk assessment.
4. Add language to real-estate contracts that confirms compliance with the activities described above.

The EPA's objective is to control renovation and remodeling work done in homes that might create lead dust hazards. In May 1998, they issued a regulation that will take effect in June 1999 requiring contractors working in pre-1978 homes to notify the owner if they will disturb more than two square feet of lead-paint

5.6. Department of Housing and Urban Development (HUD)

HUD was the first agency to develop lead standards. By the end of the 1980's, HUD was developing numerous regulations and guidance documents to be used on HUD funded properties. In 1989, HUD published the most comprehensive lead guidance document for survey and management of lead paint hazards to date. A new guidance document ("Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing") for risk assessments, surveys, interim controls, and abatement of lead-based paint hazards replaced the old standard in August 1995. Chapter 7 of the 1995 guideline was revised in October 1997.

The new HUD Standard remains the most comprehensive lead risk assessment, survey, management, and abatement guidance document. Many other federal, state, and local regulations mandate compliance with HUD Guidelines

5.7. California Occupational Safety and Health Administration - CCR Title 8 § 1532

Cal OSHA regulations are designed to regulate and enforce on-the-job worker safety. Employers are required by law to ensure that employees are not exposed to airborne lead levels which exceed the permissible exposure limit (PEL) of 50 micrograms of lead per cubic meter of air ($50 \mu\text{g}/\text{m}^3$) over an 8 hour time weighted average (TWA). Both California and Federal OSHA standards requires worker training, air monitoring to determine work exposure to lead, initial blood testing, personal protective equipment, and specific work practices and engineering controls whenever employees

disturb lead in **any concentration** (including less than 600 ppm) where the disturbance will result in exposures to airborne lead in concentrations over the OSHA Action Limit or PEL.

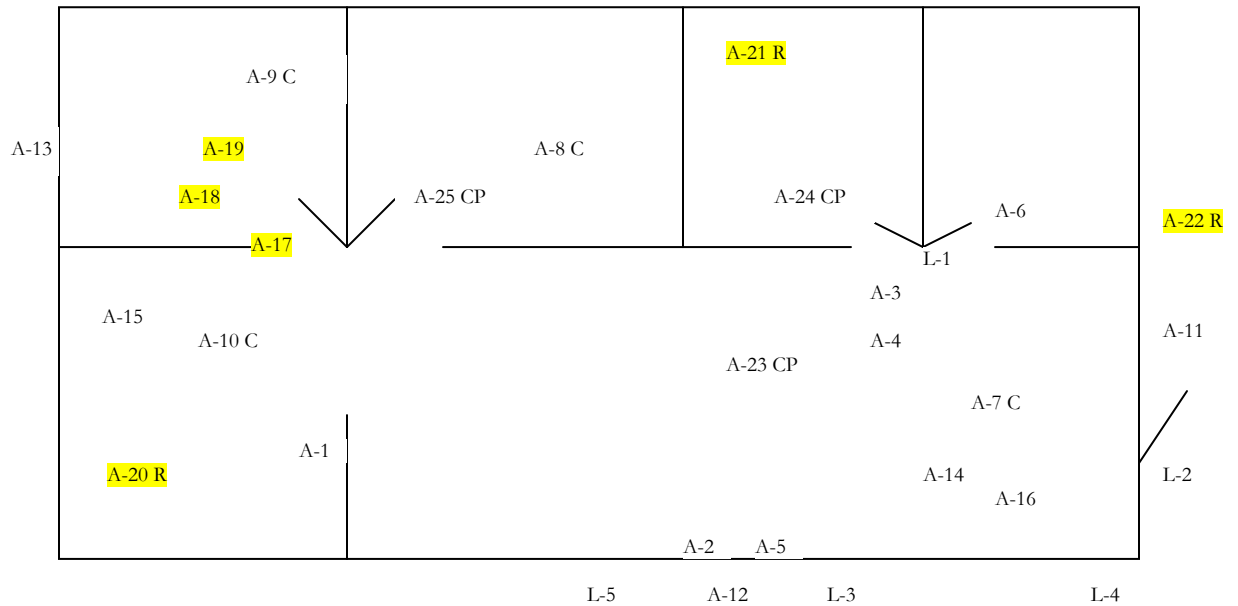
- 5.8. OSHA mandates that an employer **assume** the PEL will be exceeded when conducting "trigger activities". The Cal OSHA standard also requires DHS lead training and certification for any supervisors or workers who are shown to be exposed to airborne lead levels above the PEL

6. Exclusions and Report Limitations

- 6.1. This report has been prepared by HTA for the exclusive use of HTA and its client, and not for use by any other party. The sampling results discussed in this report may not be appropriate for uses beyond its intended purpose and stated scope. Any use by a third party of any of the information contained in this report shall be at their own risk and shall constitute a release and an agreement to defend and indemnify HTA from any and all liability in connection therewith whether arising out of HTA's negligence or otherwise.
- 6.2. HTA's evaluations do not attempt to forecast or anticipate planned or unforeseen events which may negatively impact ACM condition. All conclusions and recommendations presented herein are based on visible conditions present at the time of sampling. Changes in material condition due to deterioration, unforeseen accidents, or planned events such as renovation or demolition may render the recommendations and conclusions presented in this report obsolete.
- 6.3. HTA cannot warrant that this facility does not contain hazardous materials in locations other than those noted in this report. If suspect materials are discovered during future repairs, demolition or renovation operations, all general work activities, which could impact the discovered suspect materials should cease until confirmation sampling and/or abatement options can be assessed.

7. Floor Plan and Sample Location/Photos¹

C= Ceiling R= Roof CP= Carpet A= Asbestos L= Lead



¹ Additional photos on file if needed





8. Conclusions/Recommendations:

- 8.1. There are hazardous materials present at this site (lead/asbestos)
- 8.2. Analysis of sample #24 (carpet/mastic sample) was reported to contain brown tile. The possibility of carpet laid over asbestos containing tiles exists in this structure. All floor tiles should be assumed to be ACM.
- 8.3. The lead paint sample from the door was a composite sample of the door and steel structure of the building. The painted steel surfaces of the supporting wall structure should be assumed to contain lead based paint.
- 8.4. **Investigated by:** HTA Science & Engineering, PO BOX 1930, Fair Oaks, CA 95628, 916 965 4235 CSLB # 813806, under the direction of C. Hugh Thompson, **California Registered Professional Engineer #35856.**
- 8.5. 
Tolinda Thompson, CAC, Sr. Vice President, HTA Science & Engineering, Inc.
- 8.6. 
Tom Thompson, Project Manager, HTA Science & Engineering, Inc.

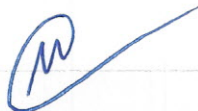
MicroTest™ Laboratories, Inc.
NVLAP Code: 200999-0
5150 Sunrise Blvd, Suite B-1 Fair Oaks, CA 95628
Phone (916) 567-9808 or (800) 713-3334
microtestlabsinc@yahoo.com

Client : HTA P O Box 1930 Fair Oaks, CA 95628	Contact Name: Hugh Thompson, P.E., DEE Contact Name: Tolinda Thompson, CAC Sampler: CTT	Accession No: 38031-38053
Project: Anton Field Portable	Sampling Date: 06/09/15 Receipt Date: 06/10/15 Report Date: 06/11/15	Analyst: A. Nagra Samples Received: 23 Samples Analyzed: 23
Job # C00397-07		

Polarized Light Microscopy Test Report, EPA/600/R-93/116

Sample ID	Description	Other Fibrous Material	Asbestiform Minerals
A-5 Lab ID: 38031	Brown/Yellow Mastic	Binder 99%	None Detected
A-4 Lab ID: 38032	Brown/Yellow Mastic	Binder 99%	None Detected
A-20 Lab ID: 38033	Black Roofing w/ Silver Paint	Fibrous Glass 10% Binder 90%	None Detected
A-21 Lab ID: 38034	Brown/Black Roofing Mastic w/ Silver Paint	Binder 98%	2% Chrysotile Asbestos
A-22 Lab ID: 38035	Black Roofing Mastic w/ Silver Paint	Binder 98%	2% Chrysotile Asbestos
A-8 Lab ID: 38036	Gray Ceiling Tile	Fibrous Glass 50% Binder 50%	None Detected
A-9 Lab ID: 38037	Gray Ceiling Tile	Fibrous Glass 50% Binder 50%	None Detected
A-10 Lab ID: 38038	Brown/White Ceiling Tile	Cellulose 99%	None Detected
A-7 Lab ID: 38039	Brown/White Ceiling Tile	Cellulose 99%	None Detected
A-18 Lab ID: 38040 (a)	Brown Floor Tile	Binder 98%	2% Chrysotile Asbestos
Lab ID: 38040 (b)	Black Mastic	Binder 99%	None Detected
A-19 Lab ID: 38041	Brown Floor Tile	Binder 98%	2% Chrysotile Asbestos
A-17 Lab ID: 38042 (a)	Brown Floor Tile	Binder 98%	2% Chrysotile Asbestos
Lab ID: 38042 (b)	Black Mastic	Binder 99%	None Detected

This constitutes a final report. Due to the limitations of PLM, some samples classified as containing no asbestos in materials such as floor tiles, warrant a recommendation for further analysis by TEM. These results relate only to the items tested. This report shall not be reproduced except in full, without the written approval of the laboratory. This report must not be used by the client to claim product endorsement by NVLAP or any agency of the U. S. Government. All samples may be disposed of after 30 days, according to State/Federal guidelines, unless otherwise specified. All samples were received in acceptable condition unless otherwise noted.



Laboratory Director: Rebecca Huty

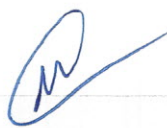
Analyst: A. Nagra

MicroTest™ Laboratories, Inc.
NVLAP Code: 200999-0
5150 Sunrise Blvd, Suite B-1 Fair Oaks, CA 95628
Phone (916) 567-9808 or (800) 713-3334
microtestlabsinc@yahoo.com

Polarized Light Microscopy Test Report, EPA/600/R-93/116 (Continued)

Sample ID	Description	Other Fibrous Material		Asbestiform Minerals
A-1 Lab ID: 38043	Brown/White Ceiling Tile	Cellulose	99%	None Detected
A-2 Lab ID: 38044	Brown/White Ceiling Tile	Cellulose Binder	90% 10%	None Detected
A-3 Lab ID: 38045	Brown/White Ceiling Tile	Cellulose Binder	90% 10%	None Detected
A-23 Lab ID: 38046	Brown Carpet w/ Black Mastic	Synthetic Binder	20% 80%	None Detected
A-24 Lab ID: 38047 (a)	Brown Tile	Binder	98%	2% Chrysotile Asbestos
Lab ID: 38047 (b)	Black Mastic (No Carpet Observed)	Binder	99%	None Detected
A-11 Lab ID: 38048	White/Brown Exterior Coating	Synthetic Cellulose	50% 50%	None Detected
A-12 Lab ID: 38049	White/Brown Exterior Coating	Synthetic Cellulose	50% 50%	None Detected
A-13 Lab ID: 38050	White/Brown Exterior Coating	Synthetic Cellulose	50% 50%	None Detected
A-14 Lab ID: 38051	Brown Mastic	Binder	99%	None Detected
A-15 Lab ID: 38052	Brown Mastic	Binder	99%	None Detected
A-16 Lab ID: 38053	Brown Mastic	Binder	99%	None Detected

This constitutes a final report. Due to the limitations of PLM, some samples classified as containing no asbestos in materials such as floor tiles, warrant a recommendation for further analysis by TEM. These results relate only to the items tested. This report shall not be reproduced except in full, without the written approval of the laboratory. This report must not be used by the client to claim product endorsement by NVLAP or any agency of the U. S. Government. All samples may be disposed of after 30 days, according to State/Federal guidelines, unless otherwise specified. All samples were received in acceptable condition unless otherwise noted.



Laboratory Director: *Rebecca Hutton*

Analyst: *A. Nagra*

38031-38053

HTA SCIENCE & ENGINEERING, INC. PO Box 1930, Fair Oaks, CA 95628 916-965-4235 Fax 916-965-1167 e-mail tolinda@htaengineering.com Dr. C. Hugh Thompson				Project ANTON Field Portable		Response Time Standard		Lab, Address & Phone/Fax		Page of Results	
				Job # 100397-07		Rush				Mail	
				Sampled By CTT		Needed by		MTL		Fax	
				Disposition storage refrigerator freezer						e-mail X	
				CHAIN OF CUSTODY						Graph	
DATE	TIME	TEMP	HUMID	SAMPLE LOCATION	SAMPLE ID	FLOW RATE/ TIME	METHOD/ANALYSIS	SAMPLE TYPE			
6-9-15				BROWN COVING / MASTIC	A-5	38031	Asbestos PLM	Bulk/Bag			
"				BROWN COVING / MASTIC	A-4	32	"	"			
"				ROOF MATERIAL w/silver paint	A-20	33	"	"			
"				BROWN/BLACK ROOF MASTIC	A-21	34	"	"			
"				BLACK ROOF PAPER / MASTIC	A-22	35	"	"			
"				Ceiling Tile	A-8	36	"	"			
"				Moldy ceiling Tile	A-9	37	"	"			
"				BROWN Fiber ceiling Tile	A-10	38	"	"			
"				BROWN Fiber ceiling Tile	A-7	39	"	"			
"				FLOOR Tile w/MASTIC	A-18	40	"	"			
"				FLOOR Tile	A-19	41	"	Bulk/Tube			
"				FLOOR Tile	A-17	42	"	"			
"				WALL MATERIAL stem wall	A-1	43	"	"			
"				WALL MATERIAL @ window	A-2	44	"	"			
"				WALL MATERIAL @ DOORS	A-3	45	"	"			
"				CARPET AND Glue	A-23	46	"	"			
"				CARPET / Glue @ DOOR	A-24	47	"	"			
"				EXTERIOR COATING EAST	A-11	48	"	"			
"				EXTERIOR COATING South	A-12	49	"	"			
"				EXTERIOR COATING West	A-13	50	"	"			
"				MASTIC ceiling	A-14	51	"	"			
"				MASTIC ceiling	A-15	52	"	"			
"				MASTIC ceiling	A-16	53	"	"			
Special Instructions/Comments					Relinquished By Time/Date			Received By Time/Date			
					6-10-15			6/10/15 7:30a			
					Relinquished By Time/Date			Received By Time/Date			
					Relinquished By Time/Date			Received By Time/Date			

MICRO ANALYTICAL LABORATORIES, INC.

BULK ASBESTOS ANALYSIS - POLARIZED LIGHT MICROSCOPY (PLM)

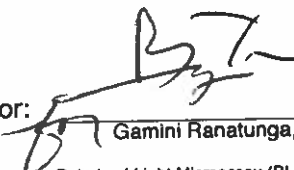


1004
Jarrod Meyer
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

PROJECT:
**BUILDING ON
W. STANDLEY PROP.**

Micro Log In **229131**
Total Samples **4**
Date Sampled **02/03/2017**
Date Received **02/08/2017**
Date Analyzed **02/08/2017**

SAMPLE IDENTIFICATION		ASBESTOS INFORMATION QUANTITY (AREA %) / TYPES / LAYERS / DISTINCT SAMPLES	DOMINANT OTHER MATERIALS
Client #:	1		80 % CELLULOSE
Micro #: 229131-01	Analyst: EK BK	SIDING: ND TAN COATING: 3% CHRYSOTILE ASBESTOS	NFM: CARBONATE, MISC. PARTICLES
INTERIOR STRAW BOARD SIDING			
Client #:	2		3 % CELLULOSE
Micro #: 229131-02	Analyst: EK	SIDING: 15% CHRYSOTILE ASBESTOS PAINT: ND	2 % MISC. FIBERS NFM: CARBONATE, MISC. PARTICLES
EXTERIOR SIDING			
Client #:	3		30 % CELLULOSE
Micro #: 229131-03	Analyst: EK	TAR: ND CELLULOSE FELT: ND	NFM: TARIASPHALT, BINDER
ROOFING SHINGLE			
Client #:	4		90 % CELLULOSE
Micro #: 229131-04	Analyst: EK	WOOD / PAINT: ND DEBRIS / DUST: ND	NFM: ROCK FRAGMENTS
WINDOW SILL			

Technical Supervisor: 

Gamini Ranatunga, Ph.D.

2/8/2017

Date Reported

NVLAP Lab Code 101872-0. CA ELAP Certification #1037. Analyses use Polarized Light Microscopy (PLM). Micro Analytical SOP PLM-101. Basic techniques follow the EPA Interim Method for Bulk Insulation Samples (1982), and EPA-800/R93-116 (1993). The 1993 method covers all types of bulk materials and is based on the 1982 Method, with improved analytical techniques for layered samples as required for NESHAP compliance. Asbestos is quantified by calibrated visual estimation. Detection limit is material dependent. Detection of asbestos traces (much less than 1%) may not be reliable or reproducible by PLM. Weight % cannot be determined by PLM. Asbestos with diameter below ~1 µm may not be detected by PLM. Absence of asbestos in dust, debris, and some compact materials, including floor tiles, cannot be conclusively established by PLM, and should be confirmed by Transmission Electron Microscopy (TEM). Interferences may prevent detection of small asbestos fibers, and hinder determination of some optical properties Tremolite-asbestos or actinolite-asbestos may be indistinguishable by PLM from some similar, non-regulated amphiboles (e.g. the "Libby Amphiboles" richterite and winchite), and should be confirmed by TEM. The lower quantification limit (reporting limit) of PLM estimation is 1%. The Cal-OSHA definition of asbestos-containing construction material is 0.1% asbestos; however, reliable determination of asbestos percent at this level cannot be done by PLM estimation; PLM Point Counting or TEM weight percent analysis are recommended. Only dominant non-asbestos materials (fibrous and non-fibrous) are listed. This analysis shall not be construed as conclusive for the presence of any reported materials other than asbestos, or for the absence of any non-asbestos material. Common interferences include, but are not limited to: cellulose, fibrous glass, other man-made vitreous fibers, synthetic fibers, elongate fragments of calcium sulfate, talc, wollastonite, animal hair, and other miscellaneous elongate particles. Sample heterogeneity is indicated by listing more than one distinct layer or fragments on the report. If more than one distinct sample is received in the same container, samples shall be marked with letters and analyzed separately. Layers within a sample are analyzed separately when feasible. If asbestos is detected, percentages are reported for individual layers, interlayer contamination is possible among any layers in a sample. The notation ND (or "NONE DETECTED") indicates a result of "NO ASBESTOS DETECTED" in a homogeneous sample, or in a layer of a heterogeneous sample. Composite asbestos percentages from multiple layers are applicable only to wallboard / joint compound systems; compositing is based on customers' descriptions of material as "joint compound". Customers are solely responsible for identification and description of bulk materials listed on field forms. Laboratory descriptions may differ from those given by customers. Quality Control (QC): all results have been determined to be within acceptance limits prior to reporting. Reanalyzed samples are denoted by two sets of analyst initials. Unless otherwise stated herein, all samples were received in acceptable condition for analysis. This report must not be used to claim product endorsement by NIST or any U.S. Government agency. This report shall not be reproduced except in full, without the approval of Micro Analytical Laboratories, Inc., and pertains only to the samples analyzed. NFM = Non-fibrous materials.

CITY OF UKIAH TREE MANAGEMENT GUIDELINES

TREE MANAGEMENT POLICIES FOR THE
PROTECTION, OPERATION AND MAINTENANCE OF CITY PROPERTY



Adopted 12-01-10 & Revised 11-19-14

TREE MANAGEMENT GUIDELINES AND POLICIES FOR THE OPERATION AND MAINTENANCE OF CITY PROPERTY

1.0 PURPOSE STATEMENT

The purpose of this document is to provide policy guidelines for the preservation, maintenance and enhancement of the urban forest in parks and other areas maintained by the staff and contractors of the City of Ukiah. These guidelines are based on policy from the *City of Ukiah General Plan Growth Management Program* adopted by the City Council December 6, 1995 and amended June 16, 2004 and the *City of Ukiah Community Forest Management Plan*, adopted by the City Council on November 3, 1993.

" Trees are a precious legacy which improve our quality of life and enhance our community image and pride. Trees enrich air and water quality, provide wildlife habitat, increase aesthetic value, reduce soil erosion, and help us to maintain a sense of rural community."

Community Forest Management Plan Vision Statement

2.0 DEPARTMENTS AFFECTED

- 2.1 Community Services Department
- 2.2 Public Works Department
- 2.3 Electric Utility Department
- 2.4 Planning and Community Development Department
- 2.5 Ukiah Municipal Airport

3.0 RESPONSIBILITY

The department directors shall be responsible for the implementation of these policies and guidelines and all staff shall be trained and shall abide by these guidelines and policies as outlined in this document. City Council shall approve any significant amendments or changes to the *Tree Management Guidelines and Policies* proposed by staff and community partners before they are adopted.

3.1 The Directors of the departments are responsible for the preservation, care and maintenance of trees as follows:

- 3.1.1 Community Services Department is responsible for all trees in public parks including the Commemorative Program trees.
- 3.1.2 Public Works Department is responsible for all trees in the public right of way and creeks.
- 3.1.3 Electric Utility Department is responsible for trimming of trees to maintain clearance from primary electric lines and facilities
- 3.1.4 Planning and Community Development Department is responsible for oversight of all landscaping plans filed by the applicant.

3.2 Partnerships: Volunteers and/or community groups shall be important partners to achieve objectives for urban forestry.

TREE MANAGEMENT GUIDELINES AND POLICIES FOR THE OPERATION AND MAINTENANCE OF CITY PROPERTY

4.0 TRAINING

City staff shall receive training on all procedures listed in this document, including on-site classes and/or training provided by Mendocino College and assorted qualified arboricultural professionals on a regular schedule to ensure that proper methods are utilized.

All City of Ukiah staff performing tree care duties within the City's urban forest shall attend a minimum of two training workshops annually.

A workshop for dormant care of trees will be held in the Fall/Winter months. A second workshop will occur in the Spring/Summer to train for the growing season. Workshops will include, but not limited to: proper seasonal maintenance; best practices for soil conditioning; proper pruning techniques; and plant identification. Workshops will generally be held in the field and last about two hours and will be run by a qualified arboricultural professional with expertise in best practices for urban forest care.

5.0 POLICY GOALS

The Tree Management Guidelines focus on long-term protection of the City's trees and have been developed for the preservation, planting, care, removal or disposition of trees, replacement planting in parks, along streets and in other public areas.

The City of Ukiah intends that these guidelines and policies shall remain in effect, however, they will be subject to change based upon arboricultural standards, community input and staff recommendations. Suggestions for changes to the Guidelines must be submitted in writing to a department director. They will then be discussed with community partners and staff and then submitted to the City Council for approval.

6.0 GUIDELINES FOR TREE CARE AND MAINTENANCE

Staff and contracted professionals shall utilize International Society of Arboriculture's Best Management Practices (ISA BMP) and/or American National Standards Institute (ANSI). A Glossary of terms is included in Section 9.0.

Specific criteria as detailed in the ISA BMP shall be established and applied to for the removal and/or pruning of trees located in or on City property. The same criteria shall be used to evaluate the overall public benefit of the proposed work. In all cases, safety concerns shall receive priority. In addition, priority will be given to limiting removal, increasing forest canopy, and preserving appropriate vegetation on park property.

6.1 Tree Preservation: The health and physical state of trees shall be maintained and protected whenever possible. Instances not specifically covered elsewhere in this policy include:

TREE MANAGEMENT GUIDELINES AND POLICIES FOR THE OPERATION AND MAINTENANCE OF CITY PROPERTY

- 6.1.1 **Conservation of Landmark Trees:** These are individual trees that are considered unique because of size, species, historical significance, and shall be given extra protections and consideration for retention. Refer to the Glossary of Terms.
- 6.1.2 **Conservation of Commemorative Program Trees:** These are individual trees or groves purchased by someone from the City of Ukiah to memorialize an individual or group. Refer to the Glossary of Terms.
- 6.1.3 **Existing Trees:** Staff shall change use patterns in root zones whenever practical. For example: Vehicles parked or materials stored in the root zone shall be subject to an education and/or enforcement campaign to reverse the damage to the tree roots; pathways causing excessive compaction around tree roots shall be relocated if other options are deemed insufficient. Fencing, boulders, logs and landscaping are reasonable deterrents to reduce further damage and shall be used whenever practical. Refer to ISA BMP *Integrated Vegetation Management*.
- 6.1.4 **Special consideration shall be given for unique situations.** Every effort shall be made to protect trees growing near underground streams.
- 6.1.5 **Storm water flooding and sedimentation of drainage areas shall be properly considered before tree removal.**
- 6.1.6 **The relationship of vegetation to slope stability will be a primary consideration in all proposed vegetation management on slopes.**
- 6.1.7 **Diseased or Infested Plants That Pose Risk to Trees:** Action shall be taken to effectively decrease risk to other trees from pests and diseases. This may include removal and destruction of affected materials, pesticide treatments and/or alternative cultural practices. Other qualified experts shall be consulted as needed. Refer to ISA BMP *Integrated Pest Management; City of Ukiah Integrated Pest Management Plan*.
- 6.1.8 **Damage, Vandalism and Illegal Cutting:** Action shall be taken whenever possible to investigate and prosecute vandalism and illegal cutting of city-owned trees. Compensation for damages shall be sought based on the appraised value in accordance with The Guide for Plant Appraisal as authored by the Council of Tree and Landscape Appraisers.
- 6.2 Planting:** Planning before planting can ensure that the right tree is planted in the right location. Proper tree selection and placement prevents tree damage and costly maintenance like trimming. Consideration of water requirements and climate and surrounding infrastructure such as sidewalks, sewer lines and overhead/underground power lines shall improve the chances for optimum growth potential. Refer to the *City of Ukiah's Master Tree List; City of Ukiah Tree Planting and Maintenance Recommendations; ISA BMP Tree Planting; and ISA BMP Tree Support Systems*.
- 6.3 Root Environment and Tree Root Zones:** Refer to the Glossary of Terms. Whenever feasible, a pro-active program of cultural practices shall be implemented to maintain the health and vitality of City trees. Refer to ISA BMP *Tree and Shrub Fertilization*.
 - 6.3.1 **Trees in parks, fields and all other areas both developed and undeveloped:**

TREE MANAGEMENT GUIDELINES AND POLICIES FOR THE OPERATION AND MAINTENANCE OF CITY PROPERTY

- 6.3.1.1 Soil Compaction: Every effort shall be made to avoid the compaction of soil in root zones and to encourage penetration of rainfall deep into the soil.
- 6.3.1.2 Mulch: Organic material such as mulch and leaves shall not be removed under the tree canopy.
- 6.3.1.3 Crews shall, when feasible and practical, establish and maintain the areas under tree canopies free of turf and invasive plant species. The use of native grasses and plants are encouraged, as are plants associated with the trees above them. Special consideration shall be given to oak trees and the use of drought tolerant plants near them.
- 6.3.1.4 Parking: Vehicles and equipment should be parked on paved areas, streets and parking lots.
- 6.3.1.5 Pavement: The use of pavement within park and garden areas shall be limited as much as possible, especially under tree canopies. Whenever pavement is necessary the use of permeable materials is preferred. Remove the affected curb and damaged or cracked pavement due to root uplift when feasible. Level the section with mulch, chips, sand, or gravel rather than replacing the area with impervious materials.
- 6.3.1.6 Leaf Blowers: The use of leaf blowers is discouraged. Leaf blowers should not be used to blow debris with native soil.
- 6.3.1.7 Pesticides: The use of pesticides is discouraged. Please refer to the City Integrated Pest Management policy.
- 6.3.1.8 Stakes: In the unusual situation when stakes are needed they should be driven in outside the root ball. ISA BMP Tree Support Systems shall be followed.

- 6.4 Construction around Trees:** Protection devices shall be installed to protect the tree and root zones when near or within construction zones. The root system extends at least to the edge of the canopy or drip line of the tree with most of the fine feeder roots active in the top few inches of the soil. These roots need air to stay healthy in order to provide the tree with nutrients and water. This root zone shall be protected from compaction, changes in soil grade, digging, or other disturbances.

Protective fencing and warning signage will be required around the root zone. All tree protection devices shall be visible, well-anchored, and approved in the field by the Supervisor or designee prior to clearing, grading, or beginning of construction and shall remain in place and maintained until the project is completed. Refer to *ISA BMP Managing Trees During Construction* and *ANSI Construction Management and Standard*.

TREE MANAGEMENT GUIDELINES AND POLICIES FOR THE OPERATION AND MAINTENANCE OF CITY PROPERTY

- 6.5 Consultation with a Qualified Arboricultural Professional:** When planning and designing a public improvement project the City shall seek the appropriate qualified expert when the project involves or is near a tree or trees.
- 6.6 Pruning Standards:** The latest pruning standards established by the International Society of Arboriculture shall be used in the maintenance of trees and are detailed in the ISA Best Maintenance Practice booklets. Refer to ISA BMP *Tree Pruning*; ISA BMP *Utility Pruning of Trees*. Such maintenance will include:
- 6.6.1 General pruning for clearance to prevent injuries and to facilitate maintenance and vehicle clearance.
 - 6.6.2 Pruning dead, dying, and diseased sections to improve the health and appearance of the tree and to prevent accidents.
 - 6.6.3 Pruning for clearance around lighting and overhead lines.
 - 6.6.4 Pruning back for authorized passage on service roads, walkways and paths.
 - 6.6.5 Pruning requested by a private property owner. Such requests do not obligate the Department to prune trees, shrubs, and/or vegetation. It is the responsibility of the business owner to plan their signage so that visibility is not affected by growing trees.
 - 6.6.6 Pruning in park areas identified as places of illegal or inappropriate activity in order to improve general visibility and increased police surveillance.
- 6.7 Birds and Nesting:** Except in emergencies nesting birds or nests shall not be disturbed or harassed by pruning or removal activities. To avoid nesting season such activities shall occur between September 1st and March 31st. Fish and Game Code 3503: "It is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird..." The Migratory Birds Treaty Act of 1918 also applies.
- 6.8 Unnecessary Wounding:** Because "topping" of trees can cause permanent damage by promoting decay, as well as unnatural, dense and weak branching structure, topping shall not be practiced or permitted except under special circumstances. Not only can a tree sustain wounds to the branches or top, it can also sustain wounds to the trunk. Therefore, these policies shall reinforce the protection of the trunk area from wounds associated with a lawn mower or other equipment.
- 6.9 Hazardous Tree Management:** Public health, safety and general welfare will be maintained through the use of generally accepted professional practices of evaluation and treatment to reduce risks to people and property from hazardous trees. Attention to proper selection, planting and maintenance of new trees shall also be pursued to achieve long-term risk reduction.
- 6.9.1 The City of Ukiah shall assess and manage the risk of tree failure within the limits of available fiscal and human resources. Priority shall be given to locations and situations with high probability of failure and high potential damage or injury that may result.

TREE MANAGEMENT GUIDELINES AND POLICIES FOR THE OPERATION AND MAINTENANCE OF CITY PROPERTY

- 6.9.2 Notwithstanding an immediate hazard to safety and/or property, the City shall utilize a written tree risk assessment methodology established by the ISA (ISA Basic Tree Risk Assessment Form or equivalent) to evaluate the likelihood that part or all of a tree will fail and cause damage and/or injury by a qualified arboricultural professional. The components of the assessment shall include tree health, species profile, site factors, history of failures, tree defects/conditions, target assessment, risk categorization, mitigation options and recommend inspection intervals when warranted.
- 6.9.3 Corrective action for high hazard rated trees shall be reasonable and prudent and may include:
- Moving any at-risk structures, equipment, fixtures or recreational sites;
 - Correction of the defect by pruning, cabling and bracing, or tree removal;
 - Closure of the area
- 7.0 Tree Removal:** The City shall provide 72 hours of advance notice of the intended tree or trees that shall be removed by posting a sign at the work site when feasible. The sign shall contain the reason for the removal of the tree and the appropriate city department's telephone number that the public may contact for further information. Tree removal will include:
- 7.0.1 Trees that pose substantial risk or hazard to the public, adjacent properties or to public facilities.
- 7.0.2 Dead, dying or diseased trees.
- 7.0.3 Removal from properties being improved or developed under an approved design, however, prior consideration to retention shall be given whenever possible. Preference is to retain existing healthy trees when designing any development rather than attempting mitigation.
- 7.0.4 Trees that block trails, drains or otherwise obstruct the use and function of infrastructure elements.
- 7.0.5 Trees on sites that were over planted by design or are crowded from natural competition. As the landscape grows, the Supervisor with consultation with a qualified expert shall selectively remove trees on a site to maintain spacing for optimal tree growth and function.
- 7.0.6 Removal requested by a private property owner. However, such requests do not obligate the City of Ukiah to remove or allow removal of any trees, shrubs, and/or vegetation.
- 7.0.7 Consideration shall be given for providing trunk and limbs for service projects such as constructing benches and picnic tables. The use of wood chips for mulching material around trees and vegetation in the parks is encouraged.
- 7.0.8 Any person aggrieved or impacted by a decision to remove a tree may appeal the decision during the noticing period. A letter stating the reason(s) for the

TREE MANAGEMENT GUIDELINES AND POLICIES FOR THE OPERATION AND MAINTENANCE OF CITY PROPERTY

appeal must be submitted to the City Clerk's Office. An appeal automatically stops any action or non-action on the tree until the responsible Department Director has an opportunity to review and consider the appeal. When feasible, the Director will consult with the City's Tree Advisory Committee for additional input. The Director's decision on an appeal is the final administrative determination.

The Director's final determination may be appealed to the City Council. The appeal must be filed with the City Clerk's Office within 10 days of the Director's determination and must be accompanied by supporting documentation from a qualified arboricultural professional using the same tree risk assessment methodology established by the ISA as detailed in Section 6.9.2.

- 7.1 Tree Replacement:** At least one tree shall be planted for every tree that is removed from City property. Replacement tree species shall be selected so that overall mature canopy volume will be maintained or increased. It is preferable to plant the replacement tree in close proximity to the original tree's location. The replacement tree may be located elsewhere, if local conditions contributed to the previous tree's failure (See Section 6.2). New locations should be found on the same site or in the same neighborhood at a location of similar or greater value. Preference shall be given for planting native trees whenever feasible.
- 7.2 Replacement Plantings:** The City shall undertake the task of replacement plantings to mitigate the effects of vegetation removal and to reestablish the landscape and increase overall mature forest canopy. The City shall determine the species of tree to be planted on City property and the planting location. Every effort shall be made to select a species compatible with the existing tree plantings on the street, the neighborhood identity, the maturity of the trees, space available for growth, the presence of underground and overhead utility lines, utility poles, streetlights, driveway approaches and fire hydrants.
- 7.3 Phasing:** The City of Ukiah when appropriate shall consider a phased approach to vegetation management to reduce potential short-term negative aesthetic and/or wildlife habitat impacts (associated with such actions).
- 7.4 Wildlife and Habitat:** Trees and forested areas are recognized as important habitat for native wildlife and providing vital wildlife corridors. Trees, undeveloped landscapes and creeks will be managed to optimize them for wildlife habitat. Refer to the City of Ukiah Creeks Maintenance Policies and Procedures.

8.0 SUMMARY

These guidelines are set in place to enhance the urban forest within the City of Ukiah. As industry standards change in regard to tree care, this document shall remain flexible to incorporate needed changes.

9.0 GLOSSARY OF TERMS

For additional definitions, refer to the International Society of Arboriculture Best Management Practices

TREE MANAGEMENT GUIDELINES AND POLICIES FOR THE OPERATION AND MAINTENANCE OF CITY PROPERTY

- 9.1 Commemorative Program Tree Program** provides an opportunity for the public in celebrating an event or memorializing a loved one by the planting of a young tree or trees while improving the appearance and canopy of City parks. A tree or grove is purchased from the City of Ukiah to honor or memorialize an individual or group. Such tree(s) are identified and recorded by the City of Ukiah with the name of the tree species, dedicated individual or group and the name of the donor.
- 9.2 Developed landscape** is property that has been graded and/or planted, and contains plantings that are distinct from typical native forest. These active and/or passive recreational landscape areas are routinely maintained by park staff for public use. Developed landscapes shall include, but are not limited to: lawns, athletic fields, boulevards, golf courses including pitch and putt, lawn bowling greens, play areas, squares, places, triangles, and swimming beaches.
- 9.3 Hazardous Tree** is a tree that can be predicted to fail and has a high probability of striking people or property causing injury or damage.
- 9.4 Invasive exotic vegetation** consists of species of plants that are not native to our region and exhibit aggressive growth to the exclusion of native or planted landscapes and wildlife.
- 9.5 Landmark Trees** are individual trees that have been designated as unique because of size, historical/commemorative association, and distinct form, as an outstanding specimen or are important for wildlife habit. Such trees will be given extra protection and consideration for retention. Rules and regulations for landmark trees are defined in the City's Landmark Tree Program and/or Downtown Zoning Code.
- 9.6 Topping** is the removal of the terminal shoot of a tree to a stub or lateral branch that is not sufficiently large enough to assume a terminal role or cannot be expected to achieve wound closure to inhibit decay.
- 9.7 Tree Failure** is the breaking and falling of a tree or any substantial part of a tree. This does not include falling leaves or fruit.
- 9.8 Tree Root Zone** is the area from the trunk to the drip line or the edge of the unpruned canopy around a mature, uninjured tree or the anticipated root zone of a young tree.
- 9.9 Qualified Arboricultural Professional** is a tree care professional with a minimum of two years of experience in the evaluation and care of trees in combination with a professional license or certification that measures minimum competency in relevant subjects, including protection of public health, safety and welfare. Acceptable titles include Certified Arborist, Registered Consulting Arborist, Registered Professional Forester, and Landscape Architect.
- 9.9.1 Undeveloped Landscape** is property that contains native or volunteer (self-propagated) plants and is not intended for recreational use except along designated trails. Undeveloped landscapes are (usually) not as intensively maintained as developed landscapes.

TREE MANAGEMENT GUIDELINES AND POLICIES FOR THE OPERATION AND MAINTENANCE OF CITY PROPERTY

10.0 ADDITIONAL RESOURCES

Additional City and other tree-related documents that incorporate tree guidelines are available electronically through the Intranet. The Department Director shall provide the *The International Society of Arboriculture Best Management Practice* booklets, American National Standards Institute related documents and Mendocino County ReLeaf materials to their employees.

These documents are:

- Municipal Code Article 2, Chapter 5, Number 5420 Street Tree Policy, Purpose and Intent (Ordinance 869, adopted 1987)
- Community Forest Management Plan
- Tree Protection and Enhancement Policy
- Tree Planting and Maintenance Recommendations
- Master Tree List
- Integrated Pest Management Plan, Community Service Department
- Creek Maintenance Policies & Procedures
- Form Based Zoning Preservation Tree List
- General Plan, Open Space and Conservation Element, adopted 12/6/1995; amended 6/16/2004
- Landscaping and Streetscape Design Guidelines
- Commercial Development Design Guidelines
- International Society of Arboriculture Best Management Practices (ISA BMP): *Managing Trees During Construction; Tree Pruning; Integrated Pest Management; Tree Support Systems; Utility Pruning of Trees; Tree and Shrub Fertilization; Tree Planting; Tree Inventories; Integrated Vegetation Management*
- American National Standards Institute (ANSI): *Construction Management Standards*
- Mendocino County ReLeaf Tree Care Guide
- Hillside Ordinance 9135



INSURANCE REQUIREMENTS FOR CONTRACTORS

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

I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

II. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage **including operations, products and completed operations**. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Insurance must be written on an occurrence basis.
- B. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage. Insurance must be written on an occurrence basis.
- C. Worker's Compensation Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

III. Deductibles and Self-Insured Retentions

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

IV. REQUIRED Insurance Provisions

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

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

B. **The workers' compensation policy is to be endorsed with a waiver of subrogation.** The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City. NOTE: You cannot be added as an additional insured on a workers' compensation policy.

C. For any claims related to this project, the Contractor's insurance coverage shall be **primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

D. Each insurance policy required by this clause shall be endorsed to state that coverage shall **not be canceled** by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

E. **Note: (This protects the Contractor)** -Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of Civil Code.

V. **RATING - Acceptability of Insurers**

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

VI. **Verification of Coverage**

Contractor shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on **forms provided by the City**. If endorsements are on forms other than the City's forms, those endorsements or policies must provide coverage that is equivalent to or better than the forms requested by the City. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

VII. **Subcontractors**

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

If you have questions regarding our insurance requirements contact:

**Risk Manager
(707) 463-6287 FAX (707) 463-6204**

Bid Tabulation

RFB - E35970-71 Building Demolition/Removal			
ITEM #	ITEM DESCRIPTION	QTY	CAL INC
			TOTAL
1	All labor, equipment and materials for the demolition, removal and disposal of the damaged and dilapidated portable office building located in the parking lot of Anton Stadium, 506 Park Blvd, Ukiah CA 95482 per Specification E35970-71.	LS	\$ 14,896.81
2	All labor, equipment and materials for the demolition, removal and disposal of the damaged and dilapidated building located at 1970 W Standley St, Ukiah CA 95482 per Specification E35970-71.	LS	\$ 21,880.55
	TOTAL		\$ 36,777.36



AGENDA SUMMARY REPORT

SUBJECT: Receive Report on the Approval of a Professional Services Agreement with Northern Circle Indian Housing Authority.

DEPARTMENT: Community Development

PREPARED BY: Matt Keizer

ATTACHMENTS:

[Attachment 1 - NCIHA Professional Service Agreement](#)

Summary: City Council will receive report on the approval of an agreement for the City's Community Development Department- Building Services Division to provide professional building inspection services to Northern Circle Indian Housing Authority.

Background: The City's Community Development Department- Building Services Division has been requested by Northern Circle Indian Housing Authority (NCIHA) to provide building inspection services on the NCIHA's new housing construction projects.

There is a significant demand for building inspection services in the Northern California region, and smaller cities and agencies are having difficulty recruiting and retaining inspectors. As a result, many small cities and agencies in the region contract with building inspection services consultants that are often from out of the area. Often, and as the City of Ukiah experienced briefly in 2017, this can result in a different inspector each week, slower responsiveness, and an overall reduction in the customer service experience. NCIHA has reported that due to the lack of building inspection services, the agency has experienced a reduced ability to quickly rebuild

RECOMMENDED ACTION: Receive Report on the Approval of a Professional Services Agreement with Northern Circle Indian Housing Authority.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A - provision of inspection services will be full cost recovery.

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Craig Schlatter, Community Development Director; David Rapport, City Attorney

Approved:


Sage Sangiacomo, City Manager

from the destruction of the wildfires and to keep up with current demand for new housing construction.

Discussion: The City's team in the Building Services Division (Division) has made significant improvements over the last several months and has the ability to assist other local governmental agencies and tribes in the region. To assist NCIHA in meeting the demand for housing and safely completing the rebuilding of homes, the City Manager executed an agreement to provide building inspection services to NCIHA. The agreement provides for full cost recovery for assistance rendered.

Besides assisting NCIHA at this critical time, the City's provision of building services to NCIHA will have other benefits. It will offer a training platform for inspectors and create revenue for the Building Services Division. It will also assist fire victims in getting back into permanent housing, assist in producing additional housing units in the area, and keep the services local, consistent, and reliable. Finally, the Division will be able to evaluate the experience to measure the Division's capacity for future provision of services to other communities and agencies.

Staff requests Council receive this report for the agreement, attached as Attachment 1.



AGENDA SUMMARY REPORT

SUBJECT: Receive Presentation from the Complete Count Committee, and Approve Resolution in Support of the Census 2020 to Help Ensure a Complete, Fair, and Accurate Count of All Californians, Including the Residents of the City of Ukiah.

DEPARTMENT: Administration

PREPARED BY: Maya Simerson

ATTACHMENTS:

[Attachment 1 - Resolution Support Census 2020](#)

[Attachment 2 - Complete Count Committee](#)

Summary: The City of Ukiah, in partnership with other local governments, the State, businesses, schools, and community organizations, is committed to robust outreach and communication strategies, focusing on reaching the hardest-to-count individuals to achieve the most accurate count of our community possible. The Complete Count Committee will deliver a presentation on the 2020 Census, and the City Council will consider a resolution supporting local Census efforts.

Background: California cities can play an active role in helping to make the 2020 U.S. Census fair and accurate, especially for historically undercounted populations: racial and ethnic minorities, young children and renters. The 2010 census undercounted 95,000 (or 0.26 percent of) California residents. Though the overall count was an improvement from the previous undercounts (2.74 percent in 1990 and 1.52 percent in 2000), the rate of undercounted populations remains consistently high, and that has many cities concerned about getting an accurate account in the upcoming census.

RECOMMENDED ACTION: Receive Presentation and Approve resolution in support of the Census 2020 to help ensure a complete, fair, and accurate count of all Californians, including the residents of the City of Ukiah.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

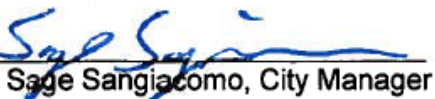
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager and Maureen Mulheren, Mayor

Approved: _____


Sage Sangiacomo, City Manager

One of the main implications of a miscount is the loss of annual federal and state funding for local government as well as philanthropic funding for social programs and services. In addition, one or more Congressional seats given to California could be lost.

In an effort to ensure the best outcome for the Census 2020 the City of Ukiah participated independently of the County of Mendocino in the Local Update of Census Addresses (LUCA) for the first time. This gave the City the opportunity to thoroughly review all of the addresses in the city and allowed staff to be able to add over 1,500 residences to the list of addresses that will be used by the Census 2020.

Discussion: People often wonder why the Census is important, not realizing the impact missing responses can make to our community's economy. Education about the Census and promotion of Census 2020 will be critical for its success. Additionally, for the first time, the Census is a digital census and more than 75 percent of California households will be receiving an invitation to complete their census form online, even though many households lack broadband or digital literacy.

Why the 2020 is Census important?

- Every Californian counts
- It's about fair representation
- It's about fair share of funding
- It's your civic duty
- It's about redistricting
- You are the expert – your responses help
- Your data are confidential

The City of Ukiah is participating in the local Mendocino Complete Count Committee. This committee evaluates local challenges for the Census 2020 and works towards finding solutions for these challenges. The committee also coordinates local marketing and outreach.

The attached resolution (Attachment #1) demonstrates the City of Ukiah's commitment to assisting with the successful launching and implementation of Census 2020.

Census 2020 enumeration will begin on April 1, 2020 and the California Complete Count committee's mission to "Ensure that Californians get their fair share of federal resources and Congressional representation by encouraging the full participation of all Californians in Census 2020" will have been in full swing for a full year. Along with the efforts put forth by the California Complete Count the local Mendocino Complete Count committee will be hard at work locally. Even with the efforts by these two groups it will be critically important for each and every resident to do their part and complete their Census. The City of Ukiah urges citizens to get engaged in the process, assist with spreading the word on the importance of the Census to our community, and most importantly to participate in the Census.

Julie Beardsley, Megan Barber Allende and Tammy Moss Chandler on behalf of the local Complete Count Committee will deliver a presentation on the 2020 Census (Attachment #2).

RESOLUTION NO. 2019-**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH SUPPORTING THE 2020 CENSUS**

WHEREAS, the U.S. Census Bureau is required by Article I, Section 2 of the U.S. Constitution to conduct an accurate count of the population every ten years; and

WHEREAS, the next enumeration will be April 1, 2020 and will be the first to rely heavily on online responses; and

WHEREAS, the primary and perpetual challenge facing the U.S. Census Bureau is the undercount of certain population groups; and

WHEREAS, that challenge is amplified in California, given the size of the state and the diversity of communities; and

WHEREAS, California has a large percentage of individuals that are considered traditionally hard to count; and

WHEREAS, these diverse communities and demographic populations are at risk of being missed in the 2020 Census; and

WHEREAS, California receives nearly \$77 billion in federal funding that relies, in part, on census data; and

WHEREAS, a complete and accurate count of California's population is essential; and

WHEREAS, the data collected by the decennial Census determines the number of seats each state has in the U.S. House of Representatives and is used to distribute billions of dollars in federal funds to state and local governments; and

WHEREAS, the data is also used in the redistricting of state legislatures, county boards of supervisors and city councils; and

WHEREAS, the decennial census is a massive undertaking that requires cross-sector collaboration and partnership in order to achieve a complete and accurate count; and

WHEREAS, California's leaders have dedicated a historic amount of funding and resources to ensure every Californian is counted once, only once and in the right place; and

WHEREAS, this includes coordination between tribal, city, county, state governments, community-based organizations, education, and many more; and

WHEREAS, U.S. Census Bureau is facing several challenges with Census 2020, including constrained fiscal environment, rapidly changing use of technology, declining response rates, increasingly diverse and mobile population, thus support from partners and stakeholders is critical; and

WHEREAS, California is kicking-off its outreach and engagement efforts in April 2019 for the 2020 Census; and

WHEREAS, the City of Ukiah, in partnership with other local governments, the State, businesses, schools, and community organizations, is committed to robust outreach and communication strategies, focusing on reaching the hardest-to-count individuals.

NOW, THEREFORE, BE IT RESOLVED by the Ukiah City Council recognizes the importance of the 2020 U.S. Census and supports helping to ensure a complete, fair, and accurate count of all Californians.

PASSED AND ADOPTED this 3rd day of April 2019, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk



Attachment #2



Mendocino County

2020 Census



The decennial census is mandated by Congress:



Article 1, Section 2 of the U.S. Constitution:

“The actual Enumeration shall be made within three Years after the first Meeting of the Congress of the United States, and within every subsequent Term of ten Years, in such a Manner as they shall by Law direct.”

Based on population counts the census:

- Determines the number of representatives in Congress from each state, and allows for redistricting to secure meaningful representation
- Provides for the distribution of federal funds to state, local and tribal governments for programs and services
- Assists federal, tribal, state, local governments, non-profits organizations, businesses and others in planning for the future, implementing and maintaining programs and services .

DISTRIBUTION OF FEDERAL FUNDS:

Program Name	
Medical Assistance Program	Head Start Funding
Title 1 Grants for Education	School Lunch Program Grants
Supplemental Nutrition Assistance Program	WIC
Medicare Part B	Foster Care Title IV-E
Highway Planning and Construction	State Children's Health Insurance Program
Federal Pell Grant Program	School Breakfast Program
Temporary Assistance for Needy Families	Unemployment Assistance
Section 8 Housing	Block grants for Substance Abuse
Wildlife Restoration	Maternal Child Health Block Grants
Community Mental Health Block Grants	Rural Education
Supportive Housing for the Elderly	Fire Management Assistance Grant
Developmental Disabilities Grants	Water Pollution Control
Coastal Zone Management	Waste Disposal Grants
Native American Employment and Training	Rural Business Enterprise Grants

(these are just a few examples!)

THE CENSUS IS CONFIDENTIAL !

The Census Law, Title 13 of the U.S. Code is straightforward and has strong protection.

The Bureau of the Census can not share individual information with other agencies (like ICE), or government employees, including the President.

The Census Bureau only publishes aggregated statistics and does not reveal information about individuals.

Individual records from the decennial censuses are, by law confidential for 72 years.

In the 2020 Census:
THERE ARE MANY WAYS TO BE COUNTED

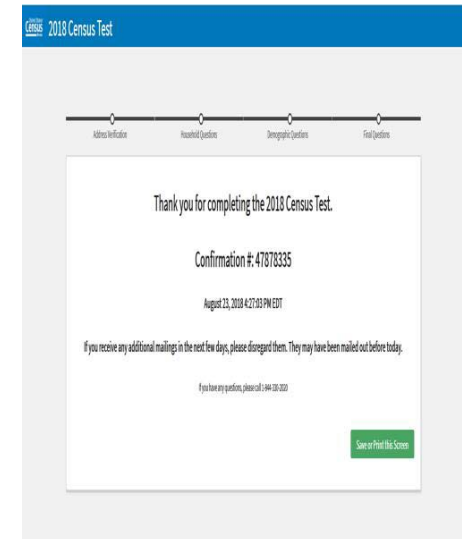
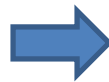
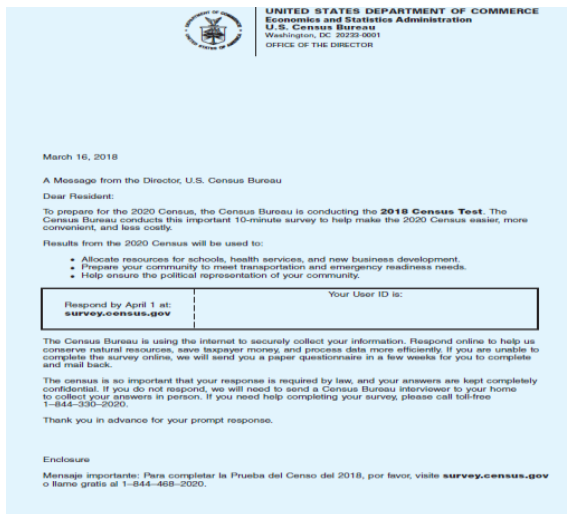
- Through the internet, beginning March 23, 2020
- By telephone – calling a toll-free number - many language options will be available
- Traditional mail-in paper form
- In-person interview



A high self-response rate is the Holy Grail for census takers!

(But nationally, the self-response rate has been dropping from nearly 80% in past decades, to below 63% in 2010).

The Ideal Path:



But what if you receive your mail at a post office box?



The Bureau of the Census does not send out Census forms to Post Office boxes. They send them to residences.

Mendocino County has over **17,000 Post Office** boxes, not counting private ones that businesses offer.

There are approximately 88,000 people in Mendocino County.

Most Post Office boxes serve 2 or more people.

This could mean 40% (or more) of our residents will not receive a letter from the Bureau of the Census.

What happens then?

You can still go online or on your cell phone and complete the census form using your street address.

Questions on the short form are:

Name

Address

Gender - Male or Female

Age

Hispanic Origin - No or if Yes: Mexican, Puerto Rican, Cuban, etc.

Race – White, Black, Native American, Asian, etc. (more detailed than shown here)

Relationship – Opposite sex husband wife, Opposite sex unmarried partner, Same sex married, Same sex unmarried partner, Son, Daughter, Father, Mother, etc.

Number of People in Household

Tenure – Owner/renter

Phone number

For those households with *no internet access* the Complete Count Committee and the Bureau of the Census will establish Questionnaire Assistance Centers (QACs) and Questionnaire Assistance Kiosks (QAKs) at convenient locations.



Libraries, schools, colleges, grange halls, are a few locations where kiosks can be set up. The QACs and QAKs will have census workers knowledgeable about completing the forms to assist people.

If you do not complete the Census form on-line, by phone or by mail.....



Census workers will come to your home to ask you to complete the Census form. They may leave a questionnaire or interview you in person.

Barriers to being counted



Locked gates



Post Office Boxes



Non-traditional homes, homes off-grid. Areas with no internet, cell phone service, or GPS



People with distrust or dislike of government

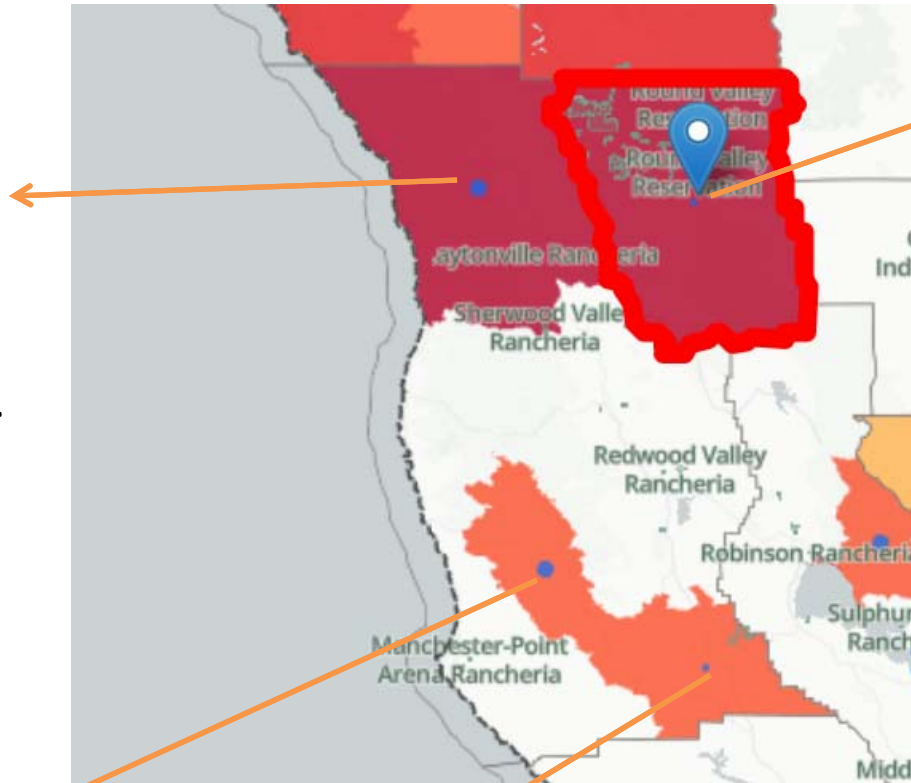
WHO ARE THE HARD-TO-COUNT?

They are the Hard to Locate, Hard to Contact, Hard to Persuade, Hard to Interview

- Non-English speakers
- People who are not a citizen, undocumented immigrants
- Households with no internet access
- People with low literacy
- People who are suspicious or distrustful of government
- People experiencing homelessness
- “Trimmigrants” and mobile youth who may be “couch-surfing”
- Low income households
- Persons with mental or physical disabilities
- People who live in non-traditional housing or non-permitted dwellings
- Children under age 5
- Racial and ethnic minorities, including Native Americans
- Rural residents behind locked gates
- Persons who received their mail at Post Office boxes
- Renters and families displaced by natural disasters
- Households with no telephone land lines
- Veterans

WHERE ARE THE HARD-TO-COUNT AREAS IN MENDOCINO COUNTY?

Tract 0102.00 in Mendocino County
In 2010, **40.9%** did not return their census questionnaire. **This tract is one of the hardest to count in the country.**
(Population 3,662)



Tract 0101.00 in Mendocino County
In 2010, **46.1%** did not return their census questionnaire. **This tract is one of the hardest to count in the country.**
(Population: 2,507)

Tract 0112.00
30.4% did not return their questionnaire
(Population: 2,877)

Tract 0118.00
30.9% did not return their questionnaire
(Population: 2,273)

These tracts alone total an estimated 11,319 people . If everyone is counted, Mendocino County would be eligible for **\$226,380,000** in funding over the 10 year Census cycle.

(11,319 x \$2,000 x10 years)

**The success of the census depends on
community involvement at every level.**

The U.S. Census Bureau cannot conduct the 2020 Census alone.

COMPLETE COUNT COMMITTEES

Complete Count Committees (CCC) are volunteer committees established by tribal, state, and local governments and community organizations to increase awareness and motivate residents to self-respond to the 2020 Census.

GOALS:

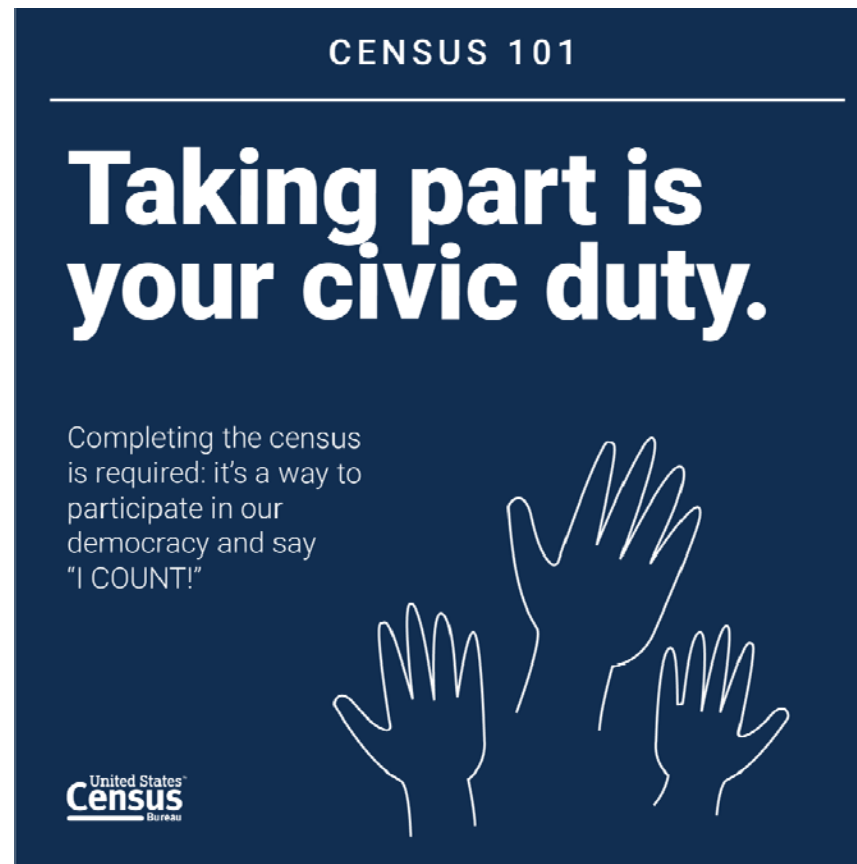
Our Complete Count Committee will:

- Organize and promote an educational / media campaign about the importance of a complete count in appropriate languages
- Identify and engage Hard-to-Count populations
- Identify trusted leaders and partners in the community to spread the word why it is so important to be counted
- Identify structural barriers to a complete count and solutions to overcoming challenges
- Identify locations for Census Questionnaire Kiosks
- Organize Census related activities in our community
- Help recruit census workers when jobs become available

2020 Census Educational Campaign

- It is your civic duty to be counted, and it's mandated by Federal law
- It's **OUR** money – don't leave it on the table
Funding benefits everyone in the community
- It's confidential – no personal information will be shared with ICE or any other governmental agencies
- We must have representational government!

EVERYONE GETS COUNTED! CITIZENS AND NON-CITIZENS!



The census is bi-partisan.
Whatever your political beliefs, it's
important to be counted!

What can our cities do to help?

- Identify locations for Census kiosks
- Identify opportunities for mailing out reminders to self-respond – e.g., tax, water, electric bills
- Use events to advertise the 2020 Census – summer concert series, farmer's markets, etc.
- Serve as a conduit for hiring census workers, especially bilingual applicants
- Conduct focused recruitment / information efforts in hard to count communities
- Staff to assist with kiosks in April 2020

2020 Census Jobs -Job Qualifications

To be eligible for a 2020 Census job, you must:

- Be at least 18 years old
- Have a valid Social Security number
- Be a U.S. citizen
- Have a valid email address
- Complete an application and answer assessment questions. (Some assessment questions are available in Spanish. However, an English proficiency test may also be required.)
- Be registered with the Selective Service System or have a qualifying exemption, if you are a male born after Dec. 31, 1959.
- Pass a Census-performed criminal background check and a review of criminal records, including fingerprinting.
- Commit to completing training.
- Be available to work flexible hours, which can include days, evenings, and/or weekends.

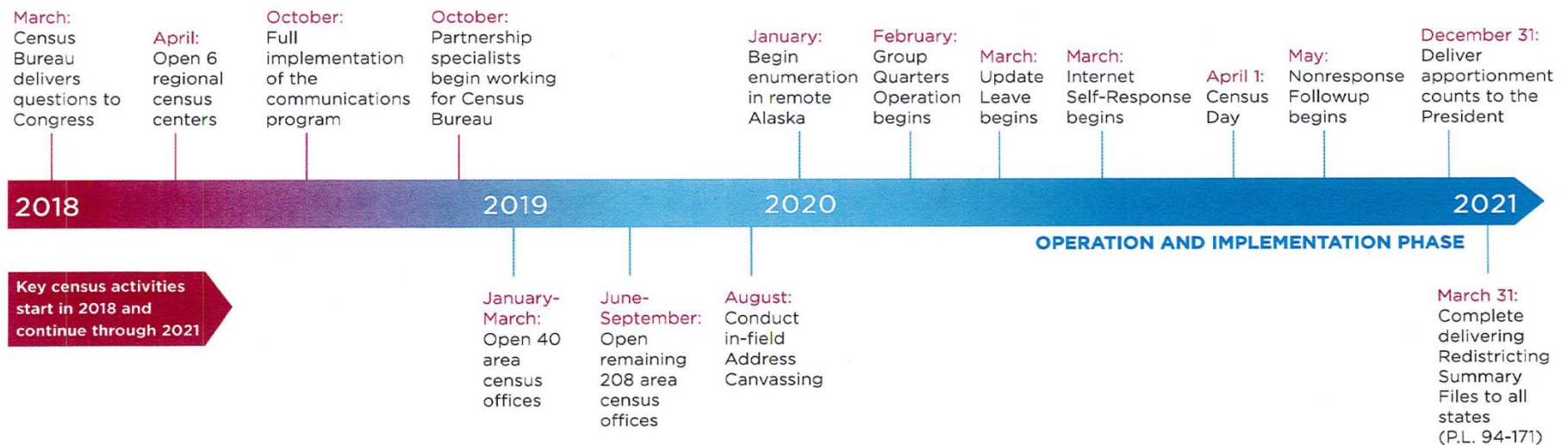
Most jobs require employees to:

- Have access to a vehicle and a valid driver's license, unless public transportation is readily available.
- Have access to a computer with internet and an email account (to complete training).

<https://www.census.gov/about/census-careers.html>

Road to the 2020 Census

2020 Census Operational Timeline



United States
Census
Bureau

U.S. Department of Commerce
Economics and Statistics Administration
U.S. CENSUS BUREAU
census.gov



United States
Census
2020

Questions?

Paula Cohen:

(707) 937-1914

(707) 367-5315 cell

pcohen@mcn.org

Community Foundation of

Mendocino County

204 South Oak Street

Ukiah, CA 95482

Julie Beardsley:

(707) 472-2684 work

(707) 972-7462 cell

beardsleyj@mendocinocounty.org

Health and Human Services Agency

Public Health

1120 South Dora Street

Ukiah, CA 95482



AGENDA SUMMARY REPORT

SUBJECT: Authorization for the City Manager to Negotiate and Execute the Agreement for the Acquisition of Approximately 2.4 Acres of Property Located at 210 East Gobbi Street (APNs 003-040-077, -078, and -079) for the Development of a Mixed-Use Project in an Amount not to Exceed \$1.5 Million Plus Closing Costs; Authorize City Manager to Negotiate and Execute the Exclusive Negotiating Agreement for the Development of Said Project with Danco Communities.

DEPARTMENT: Economic Development

PREPARED BY: Shannon Riley

ATTACHMENTS:

[Attachment 1 - Purchase Agreement - 210 East Gobbi St Ukiah ID 340432](#)

[Attachment 2 ENA CityofUkiah Danco Communities](#)

Summary: The Council will consider authorizing the City Manager to approve of the acquisition of approximately 2.4 acres located on East Gobbi Street at Village Circle, utilizing Ukiah Housing Trust Fund monies, in an amount not to exceed \$1.5 million plus closing costs; also, authorize City Manager to execute an Exclusive Negotiating Agreement with Danco Communities for the development of a mixed-use project to include commercial and market-rate or a combination of market-rate and affordable (low-income) residential units.

RECOMMENDED ACTION: Authorize the City Manager to negotiate and execute the agreement for the acquisition of approximately 2.4 acres located on East Gobbi Street at Village Circle, utilizing Ukiah Housing Trust Fund monies, in an amount not to exceed \$1.5 million plus closing costs; also, authorize City Manager to negotiate and execute an Exclusive Negotiating Agreement with Danco Communities for the development of a mixed-use project to include commercial and market-rate or a combination of market-rate and affordable (low-income) residential units.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 0

PROPOSED BUDGET AMOUNT: \$1,500,000, 24923400.80210

FINANCING SOURCE: Ukiah Housing Trust Fund, fund 249, unspent redevelopment housing bond proceeds

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Chris Dart, President, Danco Communities; Finance Department

Approved:


Sage Sangiacomo, City Manager

Background: At the direction of the City Council, Staff has negotiated for the purchase of approximately 2.4 acres of land located on East Gobbi Street at Village Circle (APNs 003-040-077, -078, and -079). These infill parcels, zoned C-2 (Heavy Commercial), are ideal for a mixed-use development that includes commercial and housing due to their proximity to services, public transportation, and major employment centers.

In 2018, City Council authorized the pledge of \$500,000 of Ukiah Housing Trust Fund monies to developer Danco Communities for an affordable housing project on this same site. Danco has been in escrow for this site since that time. However, roughly one year later, the project has not come to fruition, as the remaining funds necessary have not been secured.

During that same time, additional affordable housing (within and outside of the city limits) is in the process of being developed (Willow Terrace on East Gobbi at Leslie) and Brush Meadows (on Brush Street), and two more projects are in the pre-development phase--an affordable senior housing project behind Rite Aid on West Gobbi and another affordable project from RCHDC at the corner of Brush Street and Orchard Avenue. While this development is very encouraging, there remains a need for market-rate housing, and the City has committed to facilitating all types of housing.

Recently, the City successfully employed a model for the facilitation of market-rate housing on City-owned property located on North Main and Norton Streets. By structuring a long-term lease with an option to purchase (which prevented the need for up-front capital to purchase land), the developers were able to plan and build a 35-unit market-rate apartment complex that will begin leasing later this year. All proceeds from the land lease are returned to the City's affordable housing fund, which can then be utilized for future development of affordable housing or other related activities.

Discussion: Staff is recommending a similar approach for the subject properties on East Gobbi Street. By eliminating the need for the developer to purchase the property, it becomes more feasible to develop the project. With Council's authorization, Danco Communities will assign the purchase agreement to the City of Ukiah (Attachment #1), and Staff will complete the transaction for the acquisition of these parcels in an amount not to exceed \$1.5 million plus closing costs.

The valuations for these parcels is consistent with other similar sites, as demonstrated in a recent appraisal for the City-owned parcels at Main and Norton Streets. Additionally, Danco Communities has commissioned a Phase One Environmental Review on the site, which determined that they are free of contamination and of any development restrictions.

Staff is recommending that Council authorize the City Manager to negotiate and execute the Assignment of Purchase Agreement and complete the site acquisition. Additionally, Staff recommends authorizing the City Manager to negotiate and execute an Exclusive Negotiating Agreement with Danco Communities for the development of a mixed-use project on these parcels, to consist of commercial and housing, either market-rate a combination of market-rate and affordable (low-income) (Attachment #2). As with the recent Norton-Main development, the proceeds from the lease or lease-option agreement with Danco will be returned to the Housing Trust Fund, thereby creating a revolving fund for affordable housing and returning the City's original investment in the properties. Once a specific project is proposed for these properties, additional details and a development agreement will be presented to the Council.

Currently, a community garden is located on one of the three parcels. As an addendum to the Purchase Agreement, Staff recommends restricting development activities through the end of 2019 in order to provide ample time for relocation efforts. Community gardens are an important asset to the neighborhood, and this garden has been in place since 2014.

Throughout this process, Staff has been working with Gardens Project employees and various property owners in an effort to identify alternative locations for the garden, preferably a more permanent site. Additionally, Danco

Communities has remained open to discussions regarding whether part of the garden may remain on site.

In summary, Staff is recommending Council's approval of the acquisition of approximately 2.4 acres located on East Gobbi Street at Village Circle, utilizing Ukiah Housing Trust Fund monies, in an amount not to exceed \$1.5 million plus closing costs; also, authorize City Manager to execute an Exclusive Negotiating Agreement with Danco Communities for the development of a mixed-use project to include commercial and market-rate or a combination of market-rate and affordable (low-income) residential units.

Fiscal analysis: unspent redevelopment housing bond proceeds are proposed to be used for the acquisition of this property. The current amount of unspent bond proceeds is \$2,818,175.55.

**EXTENSION OF TIME ADDENDUM**
(C.A.R. Form ETA, Revised 4/06)

The following terms and conditions are hereby incorporated in and made a part of the: ☐ California Residential Purchase Agreement, ☐ Manufactured Home Purchase Agreement, ☐ Probate Purchase Agreement, ☐ Residential Income Property Purchase Agreement, ☒ Vacant Land Purchase Agreement, ☐ Commercial Property Purchase Agreement, ☐ Business Purchase Agreement, ☐ other _____

_____ ("Agreement"),
dated February 14, 2018, on property known as 210 East Gobbi Street AP#s 003-040, 77,78,79, Ukiah, 95482 ("Property"), in which
DANCO Communities is referred to as
("Buyer") and Lohr, Brigham, et al
is referred to as ("Seller").

- 1. EXTENSION OF ESCROW:** The scheduled Close Of Escrow is extended to April 30, 2019 (Date).
- 2. EXTENSION OF CONTINGENCY(IES):** The following contingency(ies), if checked, is/are extended to March 29, 2019 (Date) ☒ Buyer Investigation of Property Condition ☒ Loan ☐ Other _____.
- 3. OTHER EXTENSION(S):** The time for _____ is/are extended to _____ (Date).
- 4. ADDITIONAL TERMS:** _____

By signing below, Buyer and Seller acknowledge that each has read, understands, and received a copy of and agrees to the terms of this Extension of Time Addendum.

Buyer _____ Date 01/29/2019 10:09:13
DANCO Communities

Buyer _____ Date _____

Seller _____ Date 01/29/2019 12:27:55
Lohr, Brigham, et al

Seller _____ Date 01/30/2019 18:10:10

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ETA REVISED 4/06 (PAGE 1 OF 1)

EXTENSION OF TIME ADDENDUM (ETA PAGE 1 OF 1)

Coldwell Banker Mendo Realty, 169 Mason Street, Suite 300
Kerri Vau

Ukiah

CA 95482

Phone: 707.489-3669

Fax: 707.472-2939

DANCO

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CALIFORNIA
ASSOCIATION
OF REALTORS

ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. 3

The following terms and conditions are hereby incorporated in and made a part of the: ☒ Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), ☐ Other _____

dated February 14, 2018 on property known as 210 East Gobbi Street AP#s 003-040, 77,78,79
Ukiah, 95482

In which DANCO Communities is referred to as ("Buyer/Tenant")
and Lohr, Brigham, et al is referred to as ("Seller/Landlord").
2019 35

1. Seller agrees to grant buyer an extension to February 1, 2018 to remove financing contingency.
2. Seller agrees to allow Buyer, if needed, to assign the purchase contract to the City of Ukiah under the existing terms and conditions. Should buyer elect to assign the contract to the City of Ukiah, all transactions documents shall be ratified by the City of Ukiah as a condition for Seller agreeing to an assignment.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date 12/31/18

Date 12/17/18

Buyer/Tenant DANCO Communities

Seller/Landlord _____

Buyer/Tenant _____

Lohr, Brigham, et al

Seller/Landlord _____

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ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. 9/13/18

The following terms and conditions are hereby incorporated in and made a part of the: ☒ Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), ☐ Other _____, dated February 14, 2018, on property known as 210 East Gobbi Street AP#s 003-040, 77,78,79, Ukiah, 95482

in which DANCO Communities is referred to as ("Buyer/Tenant") and Lohr, Brigham, et al is referred to as ("Seller/Landlord").

Buyer has completed all investigations and inspections of the property and hereby removes his 'due diligence' and appraisal contingencies of the contract subject to the remaining financing contingency as follows:

Buyer shall be granted an extension to November 30, 2018 to secure financing from the City of Ukiah at rates and terms acceptable to buyer. In the event buyer is unable to obtain said financing, then buyer shall have the right to cancel the contract and receive a full refund of the earnest money deposit to date. Upon buyer receiving said loan commitment letter from the City, buyer shall immediately remove the financing contingency and shall increase their deposit to a total of \$100,000. All deposit monies shall be credited to the purchase price at close of escrow.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date 9/13/18

Date _____

Buyer/Tenant DANCO Communities

Seller/Landlord _____

Lohr, Brigham, et al

Buyer/Tenant _____

Seller/Landlord _____

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Selling Firm to Buyer)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/14)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(k) and (m).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date 2/14/18

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date _____

Agent Coldwell Banker Mendo Realty, Inc. BRE Lic. # 01141891

By Kerri Vau Real Estate Broker (Firm) BRE Lic. # 00920353 Date 02/13/2018
(Salesperson or Broker-Associate) Kerri Vau

Agency Disclosure Compliance (Civil Code §2079.14):

- When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant.
- When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller may sign here:

Seller/Landlord _____ Date _____ Seller/Landlord _____ Date _____
Lohr, Brigham, et al

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

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Phone: 707.489-3669

Fax: 707.472-2939

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DANCO



Reviewed by _____ Date _____

CIVIL CODE SECTIONS 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings: (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29. (e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (f) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (h) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller. (k) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (n) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17 (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(DO NOT COMPLETE. SAMPLE ONLY) _____ is the agent of (check one): ☐ the seller exclusively; or ☐ both the buyer and seller.

(Name of Listing Agent) _____
(DO NOT COMPLETE. SAMPLE ONLY) _____ is the agent of (check one): ☐ the buyer exclusively; or ☐ the seller exclusively; or ☐ both the buyer and seller.
(Name of Selling Agent if not the same as the Listing Agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

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DANCO

Reviewed by _____ Date _____





CALIFORNIA
ASSOCIATION
OF REALTORS®

VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form VLPA, Revised 12/15)

Date Prepared: February 14, 2018

1. OFFER:

- A. THIS IS AN OFFER FROM DANCO Communities ("Buyer"),
B. THE REAL PROPERTY to be acquired is 210 East Gobbi Street AP#s 003-040, 77, 78, 79, situated in
Ukiah (City), Mendocino (County), California, 95482 (Zip Code), Assessor's Parcel No. 003-040-77, 78, 79 ("Property").
Further Described As 3 separate legal parcels consisting of approx. 103,926 total sq.ft.
C. THE PURCHASE PRICE offered is One Million, Five Hundred Thousand

D. CLOSE OF ESCROW shall occur on ☒ February 15, 2019 (date) (or ☐ _____ Days After Acceptance). Dollars \$ 1,500,000.00

E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

- A. DISCLOSURE: The Parties each acknowledge receipt of a ☒ "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:
Listing Agent _____ (Print Firm Name) is the agent of (check one):
☐ the Seller exclusively; or ☐ both the Buyer and Seller.
Selling Agent Coldwell Banker Mendo Realty, Inc (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one): ☒ the Buyer exclusively; or ☐ the Seller exclusively; or ☐ both the Buyer and Seller.
C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 20,000.00
(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, ☐ cashier's check, ☐ personal check, ☐ other _____ within 3 business days after Acceptance (or _____);
OR (2) ☐ Buyer Deposit with Agent: Buyer has given the deposit by personal check (or _____) to the agent submitting the offer (or to _____), made payable to _____.
The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or _____).
Deposit checks given to agent shall be an original signed check and not a copy.

(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

- B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of ... \$ 80,000.00 within _____ Days After Acceptance (or On or before September 15, 2018).

If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.

- C. ☐ ALL CASH OFFER: No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or ☐ Buyer shall, within 3 (or _____) Days After Acceptance, Deliver to Seller such verification.

D. LOAN(S):

- (1) FIRST LOAN: in the amount of \$ _____
This loan will be conventional financing or ☐ FHA, ☐ VA, ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ subject to financing, ☐ Other _____. This loan shall be at a fixed rate not to exceed _____ % or, ☐ an adjustable rate loan with initial rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.

- (2) ☐ SECOND LOAN in the amount of \$ _____
This loan will be conventional financing or ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ subject to financing, ☐ Other _____. This loan shall be at a fixed rate not to exceed _____ % or, ☐ an adjustable rate loan with initial rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.

- (3) FHAVA: For any FHA or VA loan specified in 3D(1), Buyer has 17 (or _____) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHAVA amendatory clause (C.A.R. Form FVAC) shall be a part of this transaction.

- E. ADDITIONAL FINANCING TERMS: Buyer's Offer is contingent upon receiving financing under low-income housing grants offered through the City of Ukiah combined with and other governmental agencies. Buyer shall have until September 15, 2018 to remove this financing contingency in writing. If buyer is unable to obtain financing and provides notice of cancellation to Seller in writing on or before September 15, 2018, then buyer shall be refunded their deposit.

Buyer's Initials (C.D.) ()
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Seller's Initials () ()



VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 1 OF 11)

Coldwell Banker Mendo Realty, 169 Mason Street, Suite 300 Ukiah CA 95482
Kerri Van

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Phone: 707.459-3569

Fax: 707.472-1939

DANCO

Property Address: 210 East Gobbi Street AP#s 003-040, 77,78,79, Ukiah, 95482

Date: February 14, 2018

- F. **BALANCE OF DOWN PAYMENT OR PURCHASE PRICE** in the amount of \$ 1,400,000.00
to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
- G. **PURCHASE PRICE (TOTAL):** \$ 1,500,000.00
- H. **VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within 3 (or *) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (☐ Verification attached.)
- I. **APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is (or ☐ is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 19B(3), in writing, remove the appraisal contingency or cancel this Agreement within 17 (or *) Days After Acceptance.
- J. **LOAN TERMS:**
- (1) **LOAN APPLICATIONS:** Within 3 (or *) Days After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (☐ Letter attached.)
- (2) **LOAN CONTINGENCY:** Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement.
- (3) **LOAN CONTINGENCY REMOVAL:**
Within 21 (or *) Days After Acceptance, Buyer shall, as specified in paragraph 19, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- (4) ☐ **NO LOAN CONTINGENCY:** Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.
- (5) **LENDER LIMITS ON BUYER CREDITS:** Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.
- K. **BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
- L. **SELLER FINANCING:** The following terms (or ☐ the terms specified in the attached Seller Financing Addendum) (C.A.R. Form SFA) apply ONLY to financing extended by Seller under this Agreement.
- (1) **BUYER'S CREDIT-WORTHINESS:** Buyer authorizes Seller and/or Brokers to obtain, at Buyer's expense, a copy of Buyer's credit report. Within 7 (or) Days After Acceptance, Buyer shall provide any supporting documentation reasonably requested by Seller.
- (2) **TERMS:** Buyer's promissory note, deed of trust and other documents as appropriate shall incorporate and implement the following additional terms: (i) the maximum interest rate specified in paragraph 3D shall be the actual fixed interest rate for Seller financing; (ii) deed of trust shall contain a REQUEST FOR NOTICE OF DEFAULT on senior loans; (iii) Buyer shall sign and pay for a REQUEST FOR NOTICE OF DELINQUENCY prior to Close Of Escrow and at any future time if requested by Seller; (iv) note and deed of trust shall contain an acceleration clause making the loan due, when permitted by law and at Seller's option, upon the sale or transfer of the Property or any interest in it; (v) note shall contain a late charge of 6% of the installment due (or) if the installment is not received within 10 days of the date due; (vi) title insurance coverage in the form of a policy protection policy shall be provided insuring Seller's deed of trust interest in the Property (any increased cost over owner's policy shall be paid by Buyer); and (vii) tax service shall be obtained and paid for by Buyer to notify Seller if property taxes have not been paid.
- (3) **ADDED, DELETED OR SUBSTITUTED BUYERS:** The addition, deletion or substitution of any person or entity under this Agreement or to title prior to Close Of Escrow shall require Seller's written consent. Seller may grant or withhold consent in Seller's sole discretion. Any additional or substituted person or entity shall, if requested by Seller, submit to Seller the same documentation as required for the original named Buyer. Seller and/or Brokers may obtain a credit report, at Buyer's expense, on any such person or entity.
- M. **ASSUMED OR "SUBJECT TO" FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. Seller shall, within the time specified in paragraph 19, provide Copies of all applicable notes and deeds of trust, loan balances and current interest rates to Buyer. Buyer shall then, as specified in paragraph 19B(3), remove this contingency or cancel this Agreement. Differences between estimated and actual loan balances shall be adjusted at Close Of Escrow by cash down payment. Impound accounts, if any, shall be assigned and charged to Buyer and credited to Seller. Seller is advised that Buyer's assumption of an existing loan may not release Seller from liability on that loan. If this is an assumption of a VA Loan, the sale is contingent upon Seller being provided a release of liability and substitution of eligibility, unless otherwise agreed in writing. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.

Buyer's Initials (CD) ()

Seller's Initials (B) (JL)

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VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 2 OF 11)

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DANCO



Property Address: 210 East Gobbi Street AP#s 003-040, 77,78,79, Ukiah, 95482

Date: February 14, 2018

4. SALE OF BUYER'S PROPERTY:

- A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.
OR B. ☐ This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).

5. ☐ **MANUFACTURED HOME PURCHASE:** The purchase of the Property is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow. Buyer ☐ has ☐ has not entered into a contract for the purchase of a personal property manufactured home. Within the time specified in paragraph 19, Buyer shall remove this contingency or cancel this Agreement, (or ☐ this contingency shall remain in effect until the Close Of Escrow of the Property).

6. ☐ **CONSTRUCTION LOAN FINANCING:** The purchase of the Property is contingent upon Buyer obtaining a construction loan. A draw from the construction loan ☐ will ☐ will not be used to finance the Property. Within the time specified in paragraph 19, Buyer shall remove this contingency or cancel this Agreement (or ☐ this contingency shall remain in effect until Close Of Escrow of the Property).

7. ADDENDA AND ADVISORIES:

A. ADDENDA:

- ☒ Addendum # 1 (C.A.R. Form ADM)
☐ Back Up Offer Addendum (C.A.R. Form BUO) ☐ Court Confirmation Addendum (C.A.R. Form CCA)
☐ Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)
☐ Short Sale Addendum (C.A.R. Form SSA) ☐ Other

B. BUYER AND SELLER ADVISORIES:

- ☒ Buyer's Inspection Advisory (C.A.R. Form BIA)
☐ Probate Advisory (C.A.R. Form PA) ☐ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
☐ Trust Advisory (C.A.R. Form TA) ☐ REO Advisory (C.A.R. Form REO)
☐ Short Sale Information and Advisory (C.A.R. Form SSIA) ☐ Other

8. OTHER TERMS:

9. ALLOCATION OF COSTS

- A. INSPECTIONS, REPORTS AND CERTIFICATES:** Unless otherwise agreed, in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.

- (1) ☐ Buyer ☒ Seller shall pay for a natural hazard zone disclosure report, including tax ☐ environmental ☐ Other: _____
prepared by Seller's choice

- (2) ☐ Buyer ☐ Seller shall pay for the following Report _____
prepared by _____

- (3) ☐ Buyer ☐ Seller shall pay for the following Report _____
prepared by _____

B. ESCROW AND TITLE:

- (1) (a) ☒ Buyer ☐ Seller shall pay escrow fee _____
(b) Escrow Holder shall be Redwood Empire Title Company

- (c) The Parties shall, within 5 (or _____) Days After receipt, sign and return Escrow Holder's general provisions.

- (2) (a) ☒ Buyer ☐ Seller shall pay for owner's title insurance policy specified in paragraph 18E _____

- (b) Owner's title policy to be issued by Redwood Title Company
(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

C. OTHER COSTS:

- (1) ☐ Buyer ☒ Seller shall pay County transfer tax or fee _____

- (2) ☐ Buyer ☐ Seller shall pay City transfer tax or fee _____

- (3) ☐ Buyer ☐ Seller shall pay Homeowners' Association ("HOA") transfer fee _____

- (4) Seller shall pay HOA fees for preparing all documents required to be delivered by Civil Code §4525. _____

- (5) Buyer to pay for any HOA certification fee. _____

- (6) ☐ Buyer ☐ Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525. _____

- (7) ☐ Buyer ☐ Seller shall pay for any private transfer fee _____

- (8) ☐ Buyer ☐ Seller shall pay for _____

- (9) ☐ Buyer ☐ Seller shall pay for _____

- 10. CLOSING AND POSSESSION:** Possession shall be delivered to Buyer: (i) ☒ at 6 PM or (☐ AM/ ☐ PM) on the date of Close Of Escrow; (ii) ☐ no later than _____ calendar days after Close Of Escrow; or (iii) ☐ at ☐ AM/ ☐ PM on _____. The Property shall be unoccupied, unless otherwise agreed in writing. Seller shall provide keys and/or means to operate all Property locks. If Property is located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

11. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

- A. NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in 11B or C.

Buyer's Initials (C-D) (_____)

Seller's Initials (KB) (JS)

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VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 3 OF 11)

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B. ITEMS INCLUDED IN SALE:

- (1) All EXISTING fixtures and fittings that are attached to the Property;
(2) The following items: _____

- (3) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.
(4) All items included shall be transferred free of liens and without Seller warranty.

C. ITEMS EXCLUDED FROM SALE: _____**12. STATUTORY AND OTHER DISCLOSURES AND CANCELLATION RIGHTS:**

- A. NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS:** Within the time specified in paragraph 19A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- B. WITHHOLDING TAXES:** Within the time specified in paragraph 19A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).
- C. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)
- D. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.
- E. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
(1) SELLER HAS: 7 (or _____) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form VLQ).
(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or _____) Days After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 19B(3). The Party specified in paragraph 9, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

13. SELLER DOCUMENTATION AND ADDITIONAL DISCLOSURE:

- A. Within the time specified in paragraph 19, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:**
(1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
(2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§51200-51295).
(3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.
(4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code §3482.5 and §3482.6).
(5) **ENDANGERED SPECIES:** Presence of endangered, threatened, 'candidate' species, or wetlands on the Property.
(6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
(7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
(8) **LANDLOCKED:** The absence of legal or physical access to the Property.
(9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements or similar matters that may affect the Property.
(10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.
(11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.
(12) **EARTHQUAKE DAMAGE:** Major damage to the Property or any of the structures from fire, earthquake, floods, or landslides.
(13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.
(14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.
- B. RENTAL AND SERVICE AGREEMENTS:** Within the time specified in paragraph 19, Seller shall make available to Buyer for inspection and review, all current leases, rental agreements, service contracts and other related agreements, licenses, and permits pertaining to the operation or use of the Property.
- C. ☐ TENANT ESTOPPEL CERTIFICATES:** Within the time specified in paragraph 19, Seller shall deliver to Buyer tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit.

Buyer's Initials (C.D.) (_____)Seller's Initials ([Signature]) (_____)

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VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 4 OF 11)

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Property Address: 210 East Gobbi Street Apt's 003-040, 77,78,79, Ukiah, 95482

Date: February 14, 2018

- D. **MELLO-ROOS TAX; 1915 BOND ACT:** Within the time specified in paragraph 19, Seller shall: (i) make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and (ii) promptly deliver to Buyer any such notice obtained.
- E. **SELLER VACANT LAND QUESTIONNAIRE:** Seller shall, within the time specified in paragraph 19, complete and provide Buyer with a Seller Vacant Land Questionnaire (C.A.R. Form VLQ).
14. **SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer of which Buyer is otherwise unaware, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies disclosed in reports ordered and paid for by Buyer.
15. **CHANGES DURING ESCROW:**
- A. Prior to Close Of Escrow, Seller may engage in the following acts, ("Proposed Changes"), subject to Buyer's rights in paragraph 15B: (i) rent or lease any part of the premises; (ii) alter, modify or extend any existing rental or lease agreement; (iii) enter into, alter, modify or extend any service contract(s); or (iv) change the status of the condition of the Property.
- B. At least 7 (or) Days prior to any Proposed Changes, Seller shall give written notice to Buyer of such Proposed Changes. Within 5 (or) Days After receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes, in which case Seller shall not make the Proposed Changes.
16. **CONDITION OF PROPERTY:** Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.
- A. Seller shall, within the time specified in paragraph 19A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
- B. Buyer has the right to conduct Buyer Investigations of the property and, as specified in paragraph 19B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
- C. Buyer is strongly advised to conduct Investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.
17. **BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
- A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 19B. Within the time specified in paragraph 19B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations except for minimally invasive testing; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 19B, complete Buyer Investigations and, either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
- C. Buyer indemnify and Seller protection for entry upon property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs of Buyer's Investigations. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination or cancellation of this Agreement and Close Of Escrow.
- D. **BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN THIS PARAGRAPH 17, UNLESS OTHERWISE AGREED IN WRITING.**
- E. **SIZE, LINES, ACCESS AND BOUNDARIES:** Lot size, property lines, legal or physical access and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements or similar matters that may affect the Property. (Fences, hedges, walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)
- F. **ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback" requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.)
- G. **UTILITIES AND SERVICES:** Availability, costs, restrictions and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV and drainage.

Buyer's Initials (CD) ()

Seller's Initials () ()

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Property Address: 210 East Gobbi Street AP#s 003-040, 77,78,79, Ukiah, 95482

Date: February 14, 2018

- H. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic or otherwise), fungus or similar contaminant, materials, products or conditions.
- I. **GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including any slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
- J. **NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Fire Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
- K. **PROPERTY DAMAGE:** Major damage to the Property or any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides or other causes.
- L. **NEIGHBORHOOD, AREA AND PROPERTY CONDITIONS:** Neighborhood or area conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§51200-51295), Right To Farm Laws (Civil Code §3482.5 and §3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.
- M. **COMMON INTEREST SUBDIVISIONS; OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
- N. **SPECIAL TAX:** Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community Facilities Act or Improvement Bond Act of 1915.
- O. **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants and the right of a landlord to terminate a tenancy.
- P. **MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.
18. **TITLE AND VESTING:**
- A. Within the time specified in paragraph 19, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 19B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 19A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- E. Buyer shall receive a "CLTA/ALTA Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.
19. **TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).
- A. **SELLER HAS: 7 (or ____) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 3M, 7A, 8, 9, 12A, B, and E, 13, 16A and 18A. Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement if Seller has not Delivered the items within the time specified.**
- B. **(1) BUYER HAS: 17 (or *) Days After Acceptance, unless otherwise agreed in writing, to:**
(i) complete all Buyer Investigations; review all disclosures, reports, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory Disclosures and other disclosures Delivered by Seller in accordance with paragraph 12A.
- (2) Within the time specified in paragraph 19B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.**
- (3) By the end of the time specified in paragraph 19B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 19A, then Buyer has 5 (or ____) Days After Delivery of any such items, or the time specified in paragraph 19B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.**

Buyer's Initials (C.D.) (_____)

Seller's Initials (EB) (JS)



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- (4) Continuation of Contingency: Even after the end of the time specified in paragraph 19B(1) and before Seller cancels, if at all, pursuant to paragraph 19C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 19C(1).
- C. SELLER RIGHT TO CANCEL:
- (1) Seller right to Cancel; Buyer Contingencies: If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- (2) Seller right to Cancel; Buyer Contract Obligations: Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver verification as required by paragraph 3C or 3H or if Seller reasonably disapproves of the verification provided by paragraph 3C or 3H; (v) Return Statutory Disclosures as required by paragraph 12A; or (vi) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 27B; or (vii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- D. NOTICE TO BUYER OR SELLER TO PERFORM: The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 (or 7) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 19.
- E. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
- F. CLOSE OF ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 (or 7) Days After Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days Prior to the scheduled close of escrow.
- G. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).
20. REPAIRS: Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
21. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final verification of the Property within 5 (or) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 16; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
22. ENVIRONMENTAL HAZARD CONSULTATION: Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.
23. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment

Buyer's Initials (CD) ()Seller's Initials (BF) ()

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District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

24. BROKERS:

A. **COMPENSATION:** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.

B. **SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

25. **REPRESENTATIVE CAPACITY:** If one or more Parties is signing the Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 37 or 38 and attach a Representative Capacity Signature Addendum (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on the Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

26. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5, 6, 7A, 8, 9, 12B, 18, 19G, 23, 24A, 25, 26, 32, 35, 36, 37, 38 and paragraph D of the section titled Real Estate Brokers on page 11. If a Copy of the separate compensation agreement(s) provided for in paragraph 24A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 9B(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or _____) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 9, 12 or elsewhere in this Agreement.
- B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or _____). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 12B, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.
- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 24A and paragraph D of the section titled Real Estate Brokers on page 11. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 24A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

Buyer's Initials (CD) (_____)Seller's Initials (KB) (JS)

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27. REMEDIES FOR BUYER'S BREACH OF CONTRACT:

- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM RID).**

Buyer's Initials / Seller's Initials BP / JS**28. DISPUTE RESOLUTION:**

- A. **MEDIATION:** The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Consumer Mediation Center (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.** Exclusions from this mediation agreement are specified in paragraph 28C.

- B. **ARBITRATION OF DISPUTES:** The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the parties mutually agree to a different arbitrator. **The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.** In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 28C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials C.D. / Seller's Initials BP / JS**C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:**

- (1) **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.
- (2) **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
- (3) **BROKERS:** Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.

29. SELECTION OF SERVICE PROVIDERS: Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.

30. MULTIPLE LISTING SERVICE ("MLS"): Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.

Buyer's Initials (C.D.) ()Seller's Initials (BP) (JS)

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VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 9 OF 11)

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Property Address: 210 East Gobbi Street AP#s 003-040, 77,78,79, Ukiah, 95482

Date: February 14, 2018

31. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorneys fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 28A.
32. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller (C.A.R. Form AOAA).
33. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
34. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initiated by all Parties or if incorporated by mutual agreement in a counteroffer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
35. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
36. **DEFINITIONS:** As used in this Agreement:
- A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
 - B. "Agreement" means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
 - C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
 - D. "Close Of Escrow" means the date the grant deed, or other evidence of transfer of title, is recorded.
 - E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
 - F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
 - G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
 - H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
 - I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 11, regardless of the method used (i.e., messenger, mail, email, fax, other).
 - J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
 - K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
37. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by Kerri Vau who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by 12:00 ☐ AM/ ☒ PM, on February 15, 2018 (date)).

☐ One or more Buyers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-B) for additional terms.

Date _____ BUYER

(Print name) DANCO Group Communities

Date _____ BUYER

(Print name) _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

Buyer's Initials (CD) (_____)

Seller's Initials (KV) (AV)

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VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 10 OF 11)

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Property Address: **210 East Gobbi Street AP#s 003-040, 77,78,79, Ukiah, 95482**

Date: **February 14, 2018**

38. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

☐ (If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED: _____

☐ One or more Sellers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S) for additional terms.

Date _____ SELLER

(Print name) **Lohr, Brigham, et al**

Date _____ SELLER

(Print name) _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

(_____/_____) (Do not initial if making a counter offer.) **CONFIRMATION OF ACCEPTANCE:** A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____
☐ AM/ ☐ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:

A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

B. Agency relationships are confirmed as stated in paragraph 2.

C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.

D. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (**Selling Firm**) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow, the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Listing Broker and Cooperating Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) **Coldwell Banker Mendo Realty, Inc**

CalBRE Lic. # **01141891**

By *Kerri Vau*

Kerri Vau CalBRE Lic. # **00920353**

Date **02/14/2018**

By *Whitney Vau*

Whitney Vau CalBRE Lic. # **01962327**

Date **02/14/2018**

Address **169 Mason Street, Suite 300**

City **Ukiah**

State **Ca**

Zip **95482**

Telephone **(707)462-5400**

Fax **(707)462-3857**

E-mail **kerri.vau@coldwellbanker.com**

Real Estate Broker (Listing Firm) _____

CalBRE Lic. # _____

By _____

CalBRE Lic. # _____

Date _____

By _____

CalBRE Lic. # _____

Date _____

Address _____

City _____

State _____

Zip _____

Telephone _____

Fax _____

E-mail _____

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of \$ _____), counter offer numbers _____ ☐ Seller's Statement of Information and _____

_____, and agrees to act as Escrow Holder subject to paragraph 26 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder _____

Escrow # _____

By _____

Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

☐ Department of Business Oversight, ☐ Department of Insurance, ☐ Bureau of Real Estate.

PRESENTATION OF OFFER: (_____) Listing Broker presented this offer to Seller on _____ (date).

Broker or Designee Initials

REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).

Seller's Initials

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Buyer's Acknowledge that page 11 is part of this Agreement (_____) (_____)

Reviewed by
Broker or Designee _____



VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 11 OF 11)
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BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA, Revised 11/14)

Property Address: 210 East Gobbi Street AP#s 003-040, 77,78,79, Ukiah, 95482

("Property").

1. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

2. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.

3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

- A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
- B. SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
- C. WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
- D. SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
- E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
- F. ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
- G. EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
- H. FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
- I. BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.
- J. RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
- K. SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
- L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer

DANCO Group

Buyer

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BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)

Reviewed by _____ Date _____



Coldwell Banker Mendo Realty, 169 Mason Street, Suite 300
Kerri Van

Ukiah

CA 95482

Phone: 707.489-3669

Fax: 707.472-2939

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CALIFORNIA
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POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, 11/14)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: (a) Broker, without the prior written consent of the Buyer, will not disclose to seller that the Buyer is willing to pay a price greater than the offered price; (b) Broker, without the prior written consent of the seller, will not disclose to the buyer that seller is willing to sell property at a price less than the listing price; and (c) other than as set forth in (a) and (b) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller _____ *Lohr, Brigham, et al* Date _____
 Seller _____ Date _____
 Buyer *[Signature]* *communities* Date _____
 Buyer *DANCO Group* Date *2/14/18*

Real Estate Broker (Firm) _____ CalBRE Lic # _____ Date _____
 By _____ CalBRE Lic # _____ Date _____

Real Estate Broker (Firm) *Coldwell Banker Mendo Realty, Inc* CalBRE Lic # *01141891* Date _____
 By *Kerri Vau* CalBRE Lic # *00920353* Date _____

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PRBS 11/14 (PAGE 1 OF 1)

Reviewed by _____ Date _____



POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)

Coldwell Banker Mendo Realty, 169 Mason Street, Suite 300 Ukiah CA 95482 Phone: 707.489.3669 Fax: 707.472.2939
 Kerri Vau Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com DANCO



CALIFORNIA
ASSOCIATION
OF REALTORS®

ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. 1

The following terms and conditions are hereby incorporated in and made a part of the: ☒ Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), ☐ Other _____

dated February 14, 2018, on property known as 210 East Gobbi Street AP#s 003-040, 77,78,79
Ukiah, 95482

in which DANCO Communities is referred to as ("Buyer/Tenant")
and Lohr, Brigham, et al is referred to as ("Seller/Landlord").

Seller is not being represented by Coldwell Banker Mendo Realty and/or their agents.

Buyer is paying a commission to Coldwell Banker Mendo Realty, Inc at close of escrow per written contract between buyer and broker.

Buyer's Inspection due diligence time frame, as described under paragraph 19b (1), page 6 of this agreement, shall expire on September 15, 2018.

Upon buyer removing all contingencies in writing, on or before September 15, 2018, buyer's earnest money deposit shall be increased to a total of \$100,000 and credited towards the purchase at close of escrow. Should Buyer fail to close escrow, by no fault of Seller, Seller shall retain buyer's full earnest money deposit.

Financing and Appraisal contingency timelines stated under paragraphs I & J, page 2 of the contract shall all expire on September 15, 2018.

Sellers reserve the right to close escrow in a manner to qualify under a 1031 Tax Deferred Exchange however, escrow shall close on or before March 15, 2019 even if Seller is unable to find a replacement property.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date 2/14/18

Buyer/Tenant DANCO Communities

Buyer/Tenant _____

Date _____

Seller/Landlord Lohr, Brigham, et al

Seller/Landlord Sharon K. Shapiro

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ADM REVISED 12/15 (PAGE 1 OF 1)

Reviewed by _____ Date _____



ADDENDUM (ADM PAGE 1 OF 1)

Coldwell Banker Mendo Realty, 169 Mason Street, Suite 300 Ukiah, CA 95482
Kerri Vau

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48028 www.ziplogix.com

Phone: 707.439-3669

Fax: 707.472-2939

DANCO

**EXCLUSIVE NEGOTIATING AGREEMENT
(City of Ukiah and Danco Communities)**

This Exclusive Negotiating Agreement (“Agreement”) is made as of _____, 2019 (the “Agreement Date”), between the **City of Ukiah**, a municipal corporation, as the City of Ukiah Housing Successor (“Owner”) and **Danco Communities**, a California corporation (“Developer”).

RECITALS:

A. The Owner is the fee owner of the following parcels of real property located in the City of Ukiah: Assessor’s Parcel Nos. 003-040-77,78,79 (collectively, the “Property”).

B. The Owner desires to support the development of a a mixed-use project on the Property. Developer has the qualifications and experience to develop such a project.

C. The Owner acquired the Property using funds set aside for low income housing. The feasibility of the Project will include terms that assure the recovery of the Owner’s investment and a reasonable interest rate to allow Owner to use the full value of its investment for low income housing in compliance with legal requirements, when Developer acquires fee title to the Property from Owner.

D. The parties are entering into this Agreement to allow the Developer and the Owner to determine the feasibility of developing a mixed-use project on the Property.

For good and valuable consideration, the Owner and the Developer agree as follows:

1. Agreement to Negotiate. The Owner and the Developer agree that for the Term of this Agreement, they shall negotiate diligently and in good faith to determine the feasibility and terms of the Developer’s acquisition of the Property and the ownership, development and operation of the Development on the Property. During the Term, the Owner agrees to negotiate exclusively with the Developer, and not with any other person or entity, with regard to the disposition and development of the Property.
2. Term. The term of this Agreement (“Term”) shall begin on the Agreement Date and shall terminate at 5:00 p.m. on the first anniversary of such date. The Term may be extended by the mutual consent of the parties by a written amendment to this Agreement.
3. Proposed Development. The Developer will determine the feasibility of developing a combination of commercial and residential units on the Property, which may include market-rate or affordable housing units, or a combination thereof, in addition to commercial sites, each together with related amenities (the “Development”). The parties

understand that the scope of the Development will be updated and refined based on the activities undertaken during the Term of this Agreement.

4. Scope of Negotiations. During the Term, the parties shall negotiate in good faith the terms of a Long-Term Lease or Lease Purchase Agreement, consistent with this ENA, that includes plans for the development of commercial and residential units on the Leased Premises that comply with the City's building and development standards and which are approved in accordance with the City's generally applicable procedures.

5. Due Diligence Information. Developer shall provide to Owner at regular intervals during the term of this Agreement, not to exceed sixty (60) days, and upon termination of this Agreement, any and all information or analysis acquired or performed by Developer in the course of investigating the Project's feasibility or negotiating the terms of a Long-Term Lease or Lease Purchase Agreement. To the extent allowed by law, Owner shall maintain the confidentiality of such information and shall only disclose it as necessary to perform under this Agreement or to pursue development of the Property in the event this Agreement terminates under Sections 6, 7 or 10.

6. Termination of Negotiations. If at any time prior to expiration of the Term the Developer determines, in good faith, that it does not desire to construct the Development, then the Developer may terminate this Agreement upon written notice to the Owner.

7. Expiration. If, as of the expiration of the Term, the parties have not entered into a Long-Term Lease or Lease Purchase Agreement or extended the Term pursuant to Section 2, then this Agreement shall terminate as of the expiration of the Term.

8. Costs and Expenses. Each party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with the performance of its obligations under this Agreement, and agrees that it shall receive no compensation from the other party for any activities performed in connection with this Agreement.

9. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been given when delivered personally, by overnight courier or certified U.S. Mail, telefaxed or emailed (if receipt acknowledged) or 48 hours after deposited into the United States mail with proper first-class postage affixed thereto and addressed as follows:

To Owner: The City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482
Attn: Sage Sangiacomo, City Manager
Email: ssangiacomo@cityofukiah.com

To Developer: Danco Communities
5251 Ericson Way
Arcata, CA 95521

Attn: Chris Dart, President
Email: cdart@danco-group.com

Either party can change the above addresses by giving notice of the change as provided in this Section 9.

10. Default. Failure by either party to negotiate in good faith or to perform any other of its duties as provided in this Agreement shall constitute an event of default under this Agreement. The non-defaulting party shall give written notice of a default to the defaulting party, specifying the nature of the default and the action required to cure the default. If the default remains uncured ten (10) days after the date of such notice, then the sole remedy of the non-defaulting party shall be to terminate this Agreement. Following such termination, neither party shall have any further rights, remedies or obligations under this Agreement. Except with respect to Developer's obligation to provide due diligence information to Owner under Section 5, neither party shall have any liability to the other for monetary damages or specific performance for the breach of this Agreement, and each party hereby waives and releases any such rights or claims it may otherwise have at law or in equity.

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

12. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to the development of the Property, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

13. Counterparts. This Agreement may be executed in duplicate each with original signatures or in counterparts. A copy with counterpart original signatures or an executed copy with original signatures shall be admissible in any administrative or judicial proceeding as evidence of the terms of this Agreement.

Signatures on Following Page

In witness whereof, the parties have executed this Agreement as of the Agreement
Date.

THE CITY OF UKIAH,
a municipal corporation

By: _____

Title: _____

Approved as to form:

City Attorney

DANCO COMMUNITIES., a California corporation

By: _____

Title: _____

MEETING DATE/TIME: 4/3/2019PEAK ITEM NO: COU-648-2017

AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution to Adopt Aesthetic Guidelines for Wireless Telecommunication Facilities in the City of Ukiah.

DEPARTMENT: Community Development

PREPARED BY: Darcy Vaughn

ATTACHMENTS:

[Attachment 1 - Resolution and Aesthetic Guidelines for Development of Wireless Communication Facilities \(updated 4-1-19\)](#)

Summary: The City Council will consider adopting a resolution ("Resolution") adopting aesthetic guidelines ("Guidelines") for wireless telecommunications facilities in the City of Ukiah.

Background: The purpose and intent of the Resolution (Attachment 1) and Guidelines (Attachment 1, Exhibit A) is to comply with a Federal Communications Commission ("FCC") ruling which requires cities and counties to provide a uniform and comprehensive set of aesthetic guidelines by April 15, 2019, for the development and maintenance of wireless communications facilities and other infrastructure deployments in order to exercise their discretion to regulate the aesthetics of these deployments.

The City Council at its regular meeting on March 20, 2019, adopted the provisions of Ordinance No. 1192 as an urgency ordinance, effective upon adoption, which authorizes the City Council to adopt and amend the Guidelines by Resolution. The need for this Urgency Ordinance was prompted by the adoption of regulations

RECOMMENDED ACTION: Adopt a Resolution of the City Council of the City of Ukiah adopting aesthetic guidelines for wireless telecommunications facilities in the City of Ukiah.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

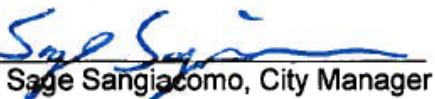
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Craig Schlatter, Community Development Director; Mel Grandi, Electric Utility Director; and Verizon

Approved: _____


Sage Sangiacomo, City Manager

("Regulations"), effective January 14, 2019, implementing a Declaratory Ruling and Third Report and Order ("FCC 18-133") by the Federal Communications Commission regarding the deployment of small wireless facilities to support 5G cell service and interpreting the requirements imposed on local governments by the Telecommunications Act of 1996. The regulations published in 83 Federal Register at 51867 give local governments that wish to enforce aesthetic requirements on small cell wireless facilities until April 15, 2019, to adopt them. Any aesthetic standard adopted by cities must be: "(1) reasonable; (2) no more burdensome than those applied to other types of infrastructure deployments; and (3) objective and published in advance." If the City does not have aesthetic guidelines for small cell wireless facilities in place by April 15, 2019, the City may lose some opportunity to enforce aesthetic requirements on these facilities and systems.

Discussion: The Community Development, Legal, and Electric departments, in consultation with industry professionals, have drafted and reviewed the Guidelines to ensure that they are reasonable and objective, while also clearly directed to avoiding aesthetic harms.

The Guidelines are intended to protect and promote public health, safety, community welfare, zoning integrity and the aesthetic quality of the City of Ukiah, and to minimize the potential adverse aesthetic impacts of wireless communications facilities, in conformity with goals and policies of the Design Element in the City's General Plan, while complying with federal requirements designed to promote the deployment of next generation cellular services.

Because most of the inquiries by telecommunications companies involve the deployment of small wireless facilities, also known as "small cells", careful consideration was made in setting forth standards for their placement and appearance. Small cells are low-powered facilities that are designed to provide network coverage to smaller areas and that typically take the form of small antennas that are placed on existing infrastructure.

For small cells, the Guidelines require that any antenna should be configured and materials chosen to blend into the pole to which they are mounted. New small cell antennas should be placed to extend vertically out of the line of sight and may not be placed within one hundred feet of a traffic light-controlled intersection. For small cells attached to wood poles, additional small cell equipment, such as battery back-up, should be contained in ground mounted cabinets and shall be placed so as not to impede or impair public safety or the legal use of the right-of-way by the traveling public. If the wireless services provider wishes to mount the antenna to a street light pole, the provider should replace the existing pole with a pole that can contain and conceal additional small cell equipment. In addition, the wireless services provider is prohibited from constructing new poles or structures for mounting small cells unless necessary to complete a path or route where existing City-owned poles or structures terminate.

Larger wireless telecommunications facilities, such as antenna towers or macro-cells, are required to be co-located with an existing wireless telecommunications facility, whenever possible. If not possible to co-locate a facility, it is required to be located on existing structures or buildings, or on new facilities that are stealth facilities or located so as to be visually unobtrusive. A stealthed tower is one made to look like a tree or other natural feature. The Guidelines state that such facilities should not be located in highly visible areas or highly used public locations and it is preferred that they be located in an Industrial, Manufacturing, or Commercial zoning district.

Note: At the time of publication, the draft Guidelines were under final review by various City departments and any suggested modifications will be presented/discussed at the City Council meeting.

RESOLUTION NO. 2019-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ADOPTING AESTHETIC GUIDELINES FOR DEPLOYMENTS OF WIRELESS TELECOMMUNICATIONS FACILITIES IN THE CITY OF UKIAH.

WHEREAS:

1. At its regular meeting on March 20, 2019, the City Council adopted as an urgency ordinance Ordinance No. 1192, which became effective immediately upon its adoption; and

2. Ordinance No. 1192 authorizes the City Council to adopt aesthetic guidelines for wireless telecommunications facilities, including small cell wireless telecommunication facilities, to comply with the Federal Communications Commission ("FCC") adopted regulations ("Regulations"), which became effective on January 14, 2019; and

3. The Regulations implement a Declaratory Ruling and Third Report and Order ("FCC 18-133") by the FCC regarding small wireless deployment and interpreting the requirements imposed on local governments by the Telecommunications Act of 1996; and

4. The Regulations published in 83 Federal Register at 51867 give local governments that wish to enforce aesthetic requirements on wireless facilities until April 15, 2019, to adopt standards that are: "(1) reasonable; (2) no more burdensome than those applied to other types of infrastructure deployments; and (3) objective and published in advance."

5. The City Council has determined that the Aesthetic Guidelines for Telecommunications Facilities, attached hereto as Exhibit A, comply with the Regulations; and are necessary to protect and preserve the aesthetics in the community.

6. Staff members from the Legal, Community Development, and Electric departments, with input of a representative from the telecommunications industry, have drafted and reviewed aesthetic guidelines for deployment of wireless communications facilities within the City of Ukiah.

7. The adoption of these guidelines is consistent with the applicable goals and policies of the City's General Plan.

NOW, THEREFORE, BE IT RESOLVED that the Aesthetic Guidelines attached in Exhibit A are adopted to provide aesthetic standards for the deployment of wireless communications facilities in the City of Ukiah.

PASSED AND ADOPTED this 3rd day of April, 2019, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk

DRAFT

City of Ukiah Aesthetic Guidelines for the Development of Wireless Telecommunication Facilities

Adopted April 3, 2019

APPLICABILITY: The following guidelines apply to all wireless communication facilities in addition to obtaining all necessary permits and paying any required fees. Government owned communications facilities used exclusively to protect public health, safety and welfare are encouraged to follow these guidelines to the extent possible or practicable. These guidelines have been developed to protect and preserve views, protect gateways, and create attractive public places and buildings per the General Plan's Community Design Element.

BACKGROUND AND INTENT: These guidelines include requirements to minimize the visual impacts and aesthetic concerns about wireless communications facilities and encourage co-location of those facilities, consistent with applicable federal and state law. These aesthetic guidelines should be used with the applicable provisions of the Ukiah City Code, but serve to provide specific standards and overall guidance for stakeholders involved in the design and development of wireless communications facilities in the City. The City Council can revise these guidelines by resolution. Public notice of any such proposed and adopted changes shall be provided as required by law.

The guidelines are designed to protect and promote public health, safety, community welfare, zoning integrity and the aesthetic quality of the City of Ukiah, and to minimize the adverse aesthetic impacts of wireless communications facilities, in conformity with goals and policies of the General Plan, while providing for the communications needs of residents, business, visitors and government within the City.

The increasing number of wireless communications facilities, including, but not limited to, the anticipated deployment of 5G networks, has significant potential for visual impacts within the City of Ukiah. Wireless communications facilities are a vital link in the local emergency response network and in the general communications needs of residents, businesses, visitors and government within the City of Ukiah and their deployment is encouraged by federal law and the Federal Communications Commission. Structures associated with wireless communications facilities, including antennas, antenna towers, lighting, equipment shelters, generators, fences and access roads can interfere with views, natural vegetation, quiet seclusion, scenic values and quality of life. The cumulative effect of numerous facilities being developed by competing communication services providers can create unnecessary visual impacts through the development of separate redundant facilities. As such, wireless communications facilities shall be sited and designed to minimize impacts on neighborhoods, vistas, and natural resources to protect public health, safety and welfare.

The City recognizes that guidelines for wireless communications facilities permit applications are needed to ensure consistent evaluation and uniform application of standards which are in compliance with the Telecommunications Act of 1996, which states that the City "...shall not unreasonably discriminate among providers of functionally equivalent services..." Further, the Act states "nothing in this Act shall limit or affect the authority of a State or local government or instrumentality thereof over decisions regarding the placement, construction, and modification of personal wireless facilities." The Federal Communications Commission's Declaratory Ruling and Third Report and Order interpreting the Act took effect January 14, 2019. The Declaratory Ruling states that local agencies may impose aesthetics requirements on wireless communications facilities and that these requirements are not preempted by the Act if they are (1) reasonable, (2) no more burdensome than those applied to other types of infrastructure deployments, and (3) objective and published in advance.

These requirements prescribe clear, reasonable, and predictable criteria to assess and process applications in a consistent and expeditious manner. The purpose of these requirements is to assure a degree of uniformity and consistency in the wireless communications facility review process and provide direction to applicants, service providers and their consultants in regard to the types of facilities that are

AESTHETIC GUIDELINES FOR THE DEVELOPMENT OF WIRELESS TELECOMMUNICATION FACILITIES

encouraged, as well as the types of facilities that are discouraged and/or will not be supported. The purpose is also to require all wireless communications facilities to minimize visual and aesthetic impacts by providing for installations that are designed carefully to maintain or improve upon the aesthetic quality of the site and surrounding area, by utilizing, to the extent feasible, the best siting, design, equipment, and construction methods and the smallest and least intrusive antennas, components and other necessary equipment available.

As further detailed below, to the extent possible, the applicant shall conceal or minimize the visual impact of the wireless communications facility(ies) through integration. Integration with existing structures or among other existing uses shall be accomplished through the use of architecture, landscape, and/or siting solutions.

STANDARDS: Standards for siting and building requirements and aesthetics are provided to help achieve a project that is consistent with the purpose and intent of the guidelines. It is the intent that these guidelines be followed to the greatest extent possible, recognizing that exceptions may be warranted by circumstances unique to specific applications. Whenever an applicant cannot comply with the strict application of these standards, it shall have the option to apply for a discretionary permit.

1. General:

- a. Communications facilities shall be co-located, in a stealth manner, with an existing wireless telecommunications facility, whenever possible. If not possible to co-locate, facilities shall be located on existing structures or buildings, or on new facilities that are stealth facilities or located so as to be visually unobtrusive. Co-location is not required when it creates or increases adverse aesthetic effects and/or technical evidence demonstrates to the satisfaction of the City that it is not feasible due to physical, spatial, or technological limitations. Fiscal constraints or competitive conflicts are not considered justifiable reasons for not co-locating a new facility where the opportunity for co-location exists.
- b. If it is not possible for a wireless communications facility to be a stealth facility, a concealed facility may be installed instead. In principle, facilities seeking approval under this category must be designed such that they would be supported irrespective of the equipment they seek to conceal and in a manner consistent with other adopted plans or design requirements or guidelines as applicable. In that concealed facilities often seek to mimic, recreate, or expand upon existing site or architectural features, colors, and materials, applicants are required to provide samples of the materials the applicant seeks to duplicate and compare those samples against the existing site features.
- c. Highly visible sites and sites within or near residential areas or schools are discouraged and will only be considered when there is compelling evidence that no other feasible alternative exists. Where possible, wireless communication facilities should be located in Industrial, Manufacturing, or Commercial zoning districts.
- d. The design of communications facilities should promote co-location among different communication services providers. To the extent feasible, lease areas, antenna towers, and equipment structures shall be designed to provide for the consolidation of future facilities to eliminate or minimize the visual clutter resulting from multiple communications structures. Applicant shall not enter into a lease that precludes possible co-location.
- e. Existing facilities should make available unutilized space for co-location of other antennas and equipment, including space for competing communication services providers.

AESTHETIC GUIDELINES FOR THE DEVELOPMENT OF WIRELESS TELECOMMUNICATION FACILITIES

- f. If use of any portion of a communications facility is discontinued for more than one year, such portion of the facility no longer in use, above grade, shall be completely removed from the site and disused portions of the site shall be restored to a natural-appearing condition.
- g. No signs, other than those required or necessary for the safe operation of a communications facility shall be displayed on a communications facility site.
- h. An identification sign for each company responsible for operation and maintenance of facilities at the site, not larger than two square feet, shall be posted at a location from which it can be easily read from outside the perimeter of the communications facility, and shall provide the name, address, and emergency telephone number of the responsible company.
- i. All wireless communications facilities shall comply with the applicable provisions of the California Building Code, National Electrical Code, California General Order 95 and General Order 128, California Plumbing Code, California Mechanical Code, California Fire Code, and rules and regulations imposed by local, state and federal agencies.
- j. Towers shall not be built with guy wires in the absence of compelling evidence that there is no feasible construction alternative.
- k. Roads constructed or improved to provide access to a communications facility shall be provided with drainage facilities sufficient to convey storm runoff to natural drainage channels to prevent erosion.
- l. Generators shall be equipped with mufflers and spark arresters, and shall not produce noise levels exceeding 50 dba at the nearest off site residence. Routine testing and maintenance shall be limited to weekdays between 8:30 a.m. and 4:30 p.m. Repairs and emergency use are not included in this limitation.
- m. Antenna towers shall be subject to any setbacks required by the City Zoning Code.

2. Small Cells

- a. The above General Standards (Section 1) and Sections 4.b-l, 5.d-g and 6.c do not apply to small cell facilities in the right-of-way or installed on City owned facilities.
- b. Small cell system components may not be located on any poles, improvements or structures of any kind, whether within or without the right-of-way, that are located within one hundred feet (100') of any traffic light controlled intersection.
- c. Where City-owned poles or structures exist that can be made adequate for the attachment of equipment, an applicant may not install new poles or structures or create a parallel path or route for its equipment. However, an applicant may install additional poles or structures if necessary to complete a path or route where existing City-owned poles or structures terminate.
- d. Should a street light be selected for use, the street light must be replaced with a pole suitable for concealment of small cell equipment and battery backup equipment inside the pole.
- e. Should a wooden pole be selected for use, the small cell equipment and battery backup equipment should be concealed in a pad mounted cabinet if feasible, subject to the requirements of Section 2.l.

AESTHETIC GUIDELINES FOR THE DEVELOPMENT OF WIRELESS TELECOMMUNICATION FACILITIES

- f. The diameter of the antenna shall not exceed the diameter of the top of the pole, and to the maximum extent practical, should appear as a seamless vertical extension of the pole.
- g. Antennas shall be cylindrical in shape.
- h. Color for all antennas and equipment cabinets shall match the color of the pole.
- i. All cables shall be concealed within a sleeve between the bottom of the antenna and the mounting bracket.
- j. Equipment cabinets may not exceed 7 cubic feet in volume if the cabinet is pole mounted, and may not exceed 28 cubic feet in volume if the cabinet is pad mounted.
- k. Equipment must be mounted directly behind any road signs located on a pole when possible.
- l. If the equipment is not mounted on a pole, the equipment shall be placed so as not to impede or impair public safety or the legal use of the right-of-way by the traveling public, including equal access requirements of the Americans with Disabilities Act (ADA).
- m. Equipment cabinets mounted on the pole shall be cylindrical or rectangular in shape, and shall be no wider than the maximum outside diameter of the pole to which it is attached, to the maximum extent possible.

3. Removal of Abandoned Equipment

Any and all equipment, or components thereof, that ceases to be in use for more than ninety (90) days shall be removed by the applicant, provider or property owner within one hundred twenty (120) days of the cessation of use. Any new permits will not be issued to an owner or operator for a Wireless Communications service until the abandoned equipment is removed.

Upon removal, all infrastructure must be returned to its original condition. For example, poles and sidewalks from which equipment has been removed shall be restored to their original condition or better.

4. Visual Appearance

- a. All exterior surfaces of structures and equipment associated with a communications facility shall be painted the same color as the pole or structure they are mounted on and shall use non-reflective materials.
- b. New wireless communication facilities shall not be located where they will be visible from highly used public locations such as a public trail, public park or other public outdoor recreational area or historic area, unless supported by a finding that it blends with the surrounding existing environment in such a manner as to be effectively unnoticeable.
- c. Facility towers, antennas, buildings and other structures and equipment visible from adjacent residences or public vantage points, shall be designed, located, constructed, painted, screened, fenced, landscaped or otherwise architecturally treated to minimize their appearance from off-site locations and to visually blend with the surrounding natural and built environments.
- d. Faux trees are effectively a tower facility camouflaged to resemble a tree. Design of these facilities should include an assessment of the appropriate tree species, shape, and size, as well as the quality and longevity of materials (branches & bark), color, and finish in consideration of the facilities' surroundings. Detailed specifications must be provided. In

AESTHETIC GUIDELINES FOR THE DEVELOPMENT OF WIRELESS TELECOMMUNICATION FACILITIES

addition to the general review criteria, all faux tree facilities shall comply with the following standards:

- i. The tree species shall be selected based on its proposed surroundings and ideally placed in an established grove of trees of comparable size, height, species and shape as the proposed.
 - ii. Faux trees utilized must replicate the shape, structure, height, and color of live trees.
 - iii. The canopy shall completely envelop all tower-mounted equipment and extend beyond the tower-mounted equipment at least 18 inches.
 - iv. The canopy shall be naturally tapered to mimic the particular tree species.
 - v. All faux trees must incorporate a sufficient number of branches (no less than 3 branches per foot) and design materials so that the structure is as natural in appearance as possible.
 - vi. Where branches are connected to the pole, the branches shall make a seamless connection with the faux bark cladding.
 - vii. All tower-mounted equipment, including, without limitation, antennas, equipment cabinets, cables, mounts and brackets, shall be painted flat, natural colors to mimic the bark or branches of the particular tree species based on the predominant backdrop.
 - viii. All antennas and other tower-mounted equipment cabinets shall be covered with leaf or needle "socks" to blend in with the faux foliage.
 - ix. The entire vertical structure shall be covered with permanently-affixed three-dimensional faux bark cladding to mimic the particular tree species.
 - x. All coaxial cables must be routed directly from the ground up through the pole.
- e. Tower facilities include monopoles, lattice towers, guyed towers, freestanding towers, and/or other structures (other than faux trees) are to be designed to support antennas. Towers shall be designed to architecturally blend with the building, structure, and/or setting in which they are proposed. Towers shall be built at the lowest height possible. For flag poles, antennas must be enclosed within the pole or a radome. The wireless communications facility(ies) must fully comply with the U.S. Flag Code. All cables must be routed directly from the ground up through the pole. The overall height and diameter of the flag pole must be compatible with the surrounding area. Decorative elements must be included in the overall height measurement.
- f. Outdoor lighting shall be kept to a minimum. Towers requiring FAA lighting are discouraged. Tower lighting, if approved, shall be the minimum required by FAA regulations. Towers requiring strobe lighting shall be prohibited. Other outdoor lighting shall be designed or located so that only reflected, non-glaring light is visible from beyond the immediate vicinity of the site, and shall be turned off except when in use by facility personnel.
- g. Satellite dishes and other parabolic antennas shall be located in the least visible functional location on the site. In general, preferred locations will be close to the ground, on a wall below the roofline, or back from the edge of a roof.
- h. Towers located in open areas are encouraged to utilize existing vegetation to screen the facility's presence. Clearing should be limited to the minimum area required to accommodate facilities. If no open area is available, justification for the specific site must be provided.

AESTHETIC GUIDELINES FOR THE DEVELOPMENT OF WIRELESS TELECOMMUNICATION FACILITIES

- i. The grouping of two (2) or more towers close together is strongly discouraged; however the grouping of towers is acceptable if the visual impact is lower than other alternatives. If towers must be close together, appropriate camouflage and concealment techniques must be used.

5. Landscaping:

- a. Existing trees and other vegetation, which will provide screening for the proposed facility and associated access roads, shall be protected from damage during and after construction.
- b. No trees that provide visual screening of the communications facility shall be removed after project completion except to comply with fire safety regulations or to eliminate safety hazards. Tree trimming shall be limited to the minimum necessary for operation of the facility.
- c. Areas of bare soil resulting from construction shall be replanted with vegetation compatible with that existing prior to construction, sufficient to stabilize soil and prevent erosion.
- d. Additional landscaping shall be installed and maintained where it would provide a useful reduction in the visual impact of a communications facility. Introduced vegetation shall be native, drought tolerant species compatible with the predominant natural setting of the project area. Non-native drought tolerant species compatible with surrounding vegetation may be used in urban settings.
- e. Vegetative landscaping, which uses a mix of native trees and shrubs of various heights and sizes and is placed in a "random" pattern to appear more natural is strongly preferred when landscape screening is warranted. Please refer to the City of Ukiah's Tree Management Guidelines for direction.
- f. The applicant shall enter into a landscape maintenance agreement with the City to ensure the installation and maintenance of required landscaping. Failure to maintain landscaping shall be grounds for revocation of the use permit. A surety bond shall be required, where deemed appropriate, to insure maintenance of landscaping (existing, native vegetation or new required landscaping).
- g. Communications facility sites, whether leased or purchased, shall be of sufficient size to include vegetative screening if landscaping would provide a useful reduction in visual impact.

6. Public Health and Safety:

- a. Communications facilities shall incorporate reasonable security measures to prevent unauthorized access or vandalism commensurate with measures used by existing equipment, when wireless facilities are co-located on an existing antenna tower owned or used by the City.
- b. Communications facilities shall comply with any applicable California Department of Forestry Fire Safe Regulations and local fire agency requirements.
- c. Equipment buildings and enclosures shall be equipped with automatic fire extinguishing systems acceptable to the responsible fire agency.
- d. All antennas and antenna towers shall comply with wind loading and other structural standards contained in applicable building and technical codes, industry codes, and manufacturer standards so as not to endanger the health and safety of residents, employees or travelers in

AESTHETIC GUIDELINES FOR THE DEVELOPMENT OF WIRELESS TELECOMMUNICATION FACILITIES

the event of structural failure due to extreme weather conditions, seismic events or other acts of nature.

- e. Communications facilities intended to provide services for the benefit of the general public during an emergency shall be designed to survive possible storm or seismic events without interruption of service.
- f. The Wireless Communications Facility must comply in all respects with the applicable current standards of the American National Standards Institute (ANSI)
- g. Antennas and antenna towers shall be inspected every ten years, and following significant storm or seismic events, by a structural engineer licensed in the state of California to assess their structural integrity, and a report of the engineer's findings shall be submitted to the Department. Costs of the inspection and report shall be borne by the applicant.
- h. Prior to commencement of operations, all surplus construction materials and debris, including cleared vegetation, shall be removed from the site to a proper disposal facility. Thereafter the site shall be kept free of refuse.

DEFINITIONS: The terms used in these guidelines shall have the meanings here listed. Definitions for the listed terms from other sources shall not take precedence over the definitions here listed for the interpretation of these guidelines.

- 1. Antenna. A device used in communications designed to radiate and/or capture electromagnetic signals.
- 2. Antenna tower. Any pole, tower, or other structure, over 10 feet tall, erected for the purpose of supporting one or more antennas.
- 3. Building-mounted. Attached to and supported by a building or other structure more than 10 feet tall, other than an antenna tower.
- 4. Co-location. The installation of antennas operated by different entities in close proximity so that use of substantial elements of the facility such as the antenna tower, equipment shelter or fenced enclosures are shared. Co-location includes replacement of an existing tower with one capable of supporting additional antennas.
- 5. Concealed Facility. Wireless telecommunications facilities that result in new site or architectural features being added to a property in a manner which complements, enhances, or seamlessly integrates into their surroundings. While this category of facility design allows for limitless innovation, concealed facilities most frequently associated with this category include roof mounted, façade mounted, faux trees, towers, and public art.
- 6. Flush-mounted. Attached to the face of the antenna support structure, existing building or structure such that no portion of the antenna extends above the height of the support structure or building. Where a maximum flush mounting distance is given, that distance shall be measured from the outside edge of the antenna support structure, existing building or structure to the nearest inside edge of the antenna.
- 7. Ground-mounted. Supported directly on the ground, or on a structure not more than 10 feet tall erected to support one or more antennas.
- 8. Parabolic Antenna. An antenna that uses a parabolic reflector, a curved surface with the cross-sectional shape of a parabola, to direct radio waves.

AESTHETIC GUIDELINES FOR THE DEVELOPMENT OF WIRELESS TELECOMMUNICATION FACILITIES

9. Radome. A structural, weatherproof enclosure that protects a radar antenna

10. Small Cells. Low-powered wireless telecommunications installations designed to provide network coverage to smaller areas and that typically take the form of small antennas that are placed on existing infrastructure (both indoors and outdoors) and ground mounted equipment. These facilities help to compliment or stretch tower macrocell coverage and add capacity in high demand areas.

11. Stealth facilities. Wireless telecommunications facilities that blend the facility or additions with the natural or man-made environment and result in no perceptible visual impact. There are two primary categories of stealth facilities: (1) those which are completely integrated into an existing structure or architectural feature and (2) those which are imperceptible as a result of careful placement.

12. Stealth Structure. A self-supporting antenna tower designed to closely resemble a commonplace object that effectively blends with its surroundings.

13. Tower. See “antenna tower”.

14. Tower mounted. Attached to and supported by an antenna tower.

15. Wireless communications. The transmission and/or reception of information through space using electromagnetic energy.

16. Wireless communications facility. Structures and/or equipment, including antennas, antenna towers, small cells, equipment cabinets, buildings, generators, fencing, access roads and the land upon which they are situated, associated with wireless communications.

DRAFT



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 and modify assignments as necessary.

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

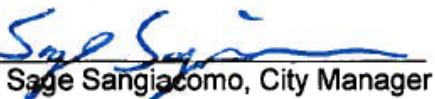
PROPOSED BUDGET AMOUNT: N/A

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	(positions not active) 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 3-28-19